



**South Carolina Department of Health
and Environmental Control**

Division of Procurement Services

Request for Proposal

Solicitation No.: RFP.36966-11/05/09-MAR

Date Issued: October 1, 2009

Procurement Officer: Michelle Robinson

Phone No.: 803-898-3469

E-mail Address: robinsma@dhec.sc.gov

Page No.: 1 of 61

DESCRIPTION: Funding for organizations to deliver HIV prevention and associated integrated services for STD, viral hepatitis and TB prevention to persons at high-risk for becoming infected with HIV or for HIV positive persons.

USING GOVERNMENTAL UNIT: **South Carolina Department of Health and Environmental Control**

The Term "Offer" Means Your "Bid" or "Proposal". Your offer must be submitted in a sealed package. Solicitation Number & Opening Date must appear on package exterior. See "Submitting Your Offer" provision.

SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:

MAILING ADDRESS:

SC DHEC – Division of Procurement Services
Bureau of Business Management
2600 Bull Street
Columbia, S.C. 29201

PHYSICAL ADDRESS:

SC DHEC – Division of Procurement Services
Bureau of Business Management
2600 Bull Street, Room 1200 – Aycock Bldg.
Columbia, S.C. 29201

SUBMIT OFFER BY **November 5, 2009 at 2:30 PM**

(See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **October 19, 2009 at 5:00 PM**

(See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: **One Original and Four (4) Copies marked "Copy"**

CONFERENCE TYPE: Pre-Bid/Proposal Conference
DATE & TIME: October 19, 2009 ; 1:00 – 3:00 PM

LOCATION: SC DHEC
2600 Bull Street; Conference Room 1635
Columbia SC 29201

(As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)

**AWARD &
AMENDMENTS**

Award will be posted on **December 18, 2009**. The award, this solicitation, any amendments, and any related notices will be posted at the following web address: <http://www.scdhec.gov/procurement>

You must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of sixty (60) calendar days after the Opening Date.

(See "Signing Your Offer" and "Electronic Signature" provisions.)

NAME OF OFFEROR

(full legal name of business submitting the offer)

Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.

AUTHORIZED SIGNATURE

(Person must be authorized to submit binding offer to contract on behalf of Offeror.)

TAXPAYER IDENTIFICATION NO.

(See "Taxpayer Identification Number" provision)

TITLE

(business title of person signing above)

STATE VENDOR NO.

(Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)

PRINTED NAME

(printed name of person signing above)

DATE SIGNED

STATE OF INCORPORATION

(If you are a corporation, identify the state of incorporation.)

OFFEROR'S TYPE OF ENTITY: (Check one)

(See "Signing Your Offer" provision.)

☐ Sole Proprietorship

☐ Partnership

☐ Other

☐ Corporate entity (not tax-exempt)

☐ Corporation (tax-exempt)

☐ Government entity (federal, state, or local)

PAGE TWO

(Return Page Two with Your Offer)

HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)
	Area Code - Number - Extension Facsimile
	E-mail Address

PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)	ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)
_____ Payment Address same as Home Office Address _____ Payment Address same as Notice Address (check only one)	_____ Order Address same as Home Office Address _____ Order Address same as Notice Address (check only one)

ACKNOWLEDGMENT OF AMENDMENTS							
Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)							
Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	_____ Calendar Days (%)
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PREFERENCES - SC RESIDENT VENDOR PREFERENCE (June 2005): Section 11-35-1524 provides a preference for offerors that qualify as a resident vendor. A resident vendor is an offeror that (a) is authorized to transact business within South Carolina, (b) maintains an office* in South Carolina, (c) either (1) maintains a minimum \$10,000.00 representative inventory at the time of the solicitation, or (2) is a manufacturer which is headquartered and has at least a ten million dollar payroll in South Carolina, and the product is made or processed from raw materials into a finished end-product by such manufacturer or an affiliate (as defined in Section 1563 of the Internal Revenue Code) of such manufacturer, and (d) has paid all assessed taxes. If applicable, preference will be applied as required by law.	OFFERORS REQUESTING THIS PREFERENCE MUST INITIAL HERE. _____ *ADDRESS AND PHONE OF IN-STATE OFFICE _____ In-State Office Address same as Home Office Address _____ In-State Office Address same as Notice Address <div align="right">(check only one)</div>
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PREFERENCES - SC/US END-PRODUCT (June 2005): Section 11-35-1524 provides a preference to vendors offering South Carolina end-products or US end-products, if those products are made, manufactured, or grown in SC or the US, respectively. An end-product is the item identified for acquisition in this solicitation, including all component parts in final form and ready for the use intended. The terms made, manufactured, and grown are defined by Section 11-35-1524(B). By signing your offer and checking the appropriate space(s) provided and identified on the bid schedule, offeror certifies that the end-product(s) is either made, manufactured or grown in South Carolina, or other states of the United States, as applicable. Preference will be applied as required by law.	IF THIS PREFERENCE APPLIES TO THIS PROCUREMENT, PART VII (BIDDING SCHEDULE) WILL INCLUDE A PLACE TO CLAIM THE PREFERENCE. OFFERORS REQUESTING THIS PREFERENCE MUST CHECK THE APPROPRIATE SPACES ON THE BIDDING SCHEDULE.
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SOLICITATION TABLE OF CONTENTS**I. SCOPE OF SOLICITATION**

ACQUIRE SERVICES (JAN 2006)

MAXIMUM CONTRACT PERIOD -- ESTIMATED (JAN 2006)

II. INSTRUCTIONS TO OFFERORS -- A. GENERAL INSTRUCTIONS

DEFINITIONS (JAN 2006)

AMENDMENTS TO SOLICITATION (DHEC -- FEB 2007)

AWARD NOTIFICATION (NOV 2007)

BID/PROPOSAL AS OFFER TO CONTRACT (JAN 2004)

BID ACCEPTANCE PERIOD (JAN 2004)

BID IN ENGLISH and DOLLARS (JAN 2004)

BOARD AS PROCUREMENT AGENT (DHEC FEB 2007)

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008)

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004)

CODE OF LAWS AVAILABLE (JAN 2006)

COMPLETION OF FORMS/CORRECTION OF ERRORS (JAN 2006)

DEADLINE FOR SUBMISSION OF OFFER (JAN 2004)

DRUG FREE WORK PLACE CERTIFICATION (JAN 2004)

DUTY TO INQUIRE (JAN 2006)

ETHICS CERTIFICATE (May 2008)

OMIT TAXES FROM PRICE (JAN 2004)

PROTESTS (JUNE 2006)

PUBLIC OPENING (JAN 2004)

QUESTIONS FROM OFFERORS (JAN 2004)

REJECTION/CANCELLATION (JAN 2004)

RESPONSIVENESS/IMPROPER OFFERS (JAN 2004)

RESTRICTIONS APPLICABLE TO OFFERORS (JAN 2004)

SIGNING YOUR OFFER (JAN 2004)

STATE OFFICE CLOSINGS (JAN 2004)

SUBMITTING CONFIDENTIAL INFORMATION (AUG 2002)

SUBMITTING YOUR OFFER OR MODIFICATION (JAN 2004)

TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES (JAN 2008)

TAXPAYER IDENTIFICATION NUMBER (JAN 2004)

VENDOR REGISTRATION MANDATORY (JAN 2006)

WITHDRAWAL OR CORRECTION OF OFFER (JAN 2004)

INSTRUCTIONS TO OFFERORS -- B. SPECIAL INSTRUCTIONS

CLARIFICATION (NOV 2007)

CONFERENCE -- PRE-BID/PROPOSAL (JAN 2006)

CONTENTS OF OFFER (RFP) -- SPO (JAN 2006)

DISCUSSION AND NEGOTIATIONS (NOV 2007)

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996(HIPAA)/BUSINESS ASSOCIATE

AGREEMENT (DHEC APR 2009)

ILLEGAL IMMIGRATION (NOV 2008)

MAIL PICKUP (DHEC FEB 2007)

OPENING PROPOSALS -- PRICES NOT DIVULGED (JAN 2006)

PROTEST -- CPO -- MMO ADDRESS (JUNE 2006)

III. SCOPE OF WORK / SPECIFICATIONS

INTRODUCTION

SCOPE OF SERVICES

REQUIRED REPORTING

BUDGET

COMPENSATION

METHOD OF PAYMENT

DELIVERY/PERFORMANCE LOCATION -- PURCHASE ORDER (JAN 2006)

IV. INFORMATION FOR OFFERORS TO SUBMIT

INFORMATION FOR OFFERORS TO SUBMIT -- EVALUATION (JAN 2006)

INFORMATION FOR OFFERORS TO SUBMIT -- GENERAL (JAN 2006)
MINORITY PARTICIPATION (JAN 2006)

V. QUALIFICATIONS

QUALIFICATION OF OFFEROR (JAN 2006)
QUALIFICATIONS -- MANDATORY MINIMUM (JAN 2006)
SUBCONTRACTOR -- IDENTIFICATION (JAN 2006)

VI. AWARD CRITERIA

AWARD CRITERIA -- PROPOSALS (JAN 2006)
AWARD TO MULTIPLE OFFERORS (JAN 2006)
EVALUATION FACTORS -- PROPOSALS (JAN 2006)

VII. TERMS AND CONDITIONS

A. GENERAL

ASSIGNMENT (JAN 2006)
BANKRUPTCY (JAN 2006)
CHOICE-OF-LAW (JAN 2006)
CONTRACT DOCUMENTS and ORDER OF PRECEDENCE (JAN 2006)
DISCOUNT FOR PROMPT PAYMENT (JAN 2006)
DISPUTES (JAN 2006)
EQUAL OPPORTUNITY (JAN 2006)
FALSE CLAIMS (JAN 2006)
FIXED PRICING REQUIRED (JAN 2006)
NON-INDEMNIFICATION (JAN 2006)
NOTICE (JAN 2006)
PAYMENT (JAN 2006)
PREVENTING AND REPORTING FRAUD, WASTE AND ABUSE (DHEC 2008)
PUBLICITY (JAN 2006)
PURCHASE ORDERS (JAN 2006)
SETOFF (JAN 2006)
SURVIVAL OF OBLIGATIONS (JAN 2006)
TAXES (JAN 2006)
TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006)
THIRD PARTY BENEFICIARY (JAN 2006)
WAIVER (JAN 2006)

B. SPECIAL

CHANGES (JAN 2006)
COMPLIANCE WITH LAWS (JAN 2006)
CONTRACTOR'S LIABILITY INSURANCE (JAN 2006)
CONTRACTOR PERSONNEL (JAN 2006)
CONTRACTOR'S OBLIGATION -- GENERAL (JAN 2006)
CONTRACTOR'S USE OF STATE PROPERTY (JAN 2006)
DEFAULT -- SHORT FORM (JAN 2006)
DISPOSAL OF PACKAGING (JAN 2006)
INDEMNIFICATION -- THIRD PARTY CLAIMS (JAN 2006) (An overview is available at www.procurement.sc.gov)
LICENSES AND PERMITS (JAN 2006)
OWNERSHIP OF DATA AND MATERIALS (JAN 2006)
PRICE ADJUSTMENTS (JAN 2006)
PRICE ADJUSTMENT -- LIMITED -- AFTER INITIAL TERM ONLY (JAN 2006)
PRICING DATA -- AUDIT -- INSPECTION (JAN 2006)
RELATIONSHIP OF THE PARTIES (JAN 2006)
TERM OF CONTRACT -- EFFECTIVE DATE / INITIAL CONTRACT PERIOD (JAN 2006)
TERM OF CONTRACT -- OPTION TO RENEW (JAN 2006)
TERM OF CONTRACT -- TERMINATION BY CONTRACTOR (JAN 2006)
TERMINATION FOR CONVENIENCE (JAN 2006)

C. DHEC – SPECIAL - TERMS AND CONDITIONS (JAN 2006)

VIII. BIDDING SCHEDULE / COST PROPOSAL

PRICE PROPOSAL (JAN 2006)

IX. LIST OF ATTACHMENTS

INTERVENTION INFORMATION WORKSHEETS

BUDGET INSTRUCTIONS AND BUDGET TEMPLATE

DHEC CONFIDENTIALITY AGREEMENT

BUSINESS ASSOCIATE AGREEMENT

NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING

INCOME TAX CREDIT

OFFEROR'S CHECKLIST

I. SCOPE OF SOLICITATION

It is the intent of the South Carolina Department of Health and Environmental Control (DHEC) to solicit proposals to award funds to organizations to deliver HIV prevention and associated integrated services for STD, viral hepatitis and TB prevention to persons at high-risk for becoming infected with HIV or for persons living with HIV/AIDS in accordance with all requirements stated herein. Particular emphasis will be given to funding programs that address one or more of the following: 1) the disproportionate impact of HIV in African American communities; 2) prevention services for persons living with HIV/AIDS and their sexual or needle-sharing partners; 3) prevention services for men who have sex with men (MSM), particularly African American MSM and their sexual partners and 4) integrated services for the prevention of other sexually transmitted diseases (STDs), viral hepatitis (Hepatitis A virus [HAV], Hepatitis B virus [HBV] and Hepatitis C virus [HCV]) and tuberculosis (TB).

ACQUIRE SERVICES (JAN 2006)

The purpose of this solicitation is to acquire services complying with the enclosed description and/or specifications and conditions.

MAXIMUM CONTRACT PERIOD – ESTIMATED: (JAN 2006)

Start Date: January 1, 2010 End Date: December 31, 2011

Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause entitled "Terms of Contract – Effective Date / Initial Contract Period". This is a one year contract with one mutual one-year option to renew.

II. INSTRUCTIONS TO OFFERORS – A. GENERAL INSTRUCTIONS

DEFINITIONS (JANUARY 2006) EXCEPT AS OTHERWISE PROVIDED HEREIN, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION.

AMENDMENT – means a document issued to supplement the original solicitation document.

BOARD – means the South Carolina Budget & Control Board.

BUYER – means the Procurement Officer.

CHANGE ORDER - means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract.

CONTRACT - See clause entitled "Contract Documents & Order of Precedence."

CONTRACT MODIFICATION – means a written order signed by the Procurement Officer, directing the contractor to make changes which the changes clause of the contract authorizes the Procurement Officer to order without the consent of the contractor.

CONTRACTOR - means the Offeror receiving an award as a result of this solicitation.

COVER PAGE – means the top page of the original solicitation on which the solicitation is identified by number.

Offerors are cautioned that Amendments may modify information provided on the Cover Page.

OFFER – means the bid or proposal submitted in response this solicitation. The terms "Bid" and "Proposal" are used interchangeably with the term "Offer."

OFFEROR – means the single legal entity submitting the offer. The term "Bidder" is used interchangeably with the term "Offeror." See bidding provisions entitled "Signing Your Offer" and "Bid/Proposal As Offer To Contract."

ORDERING ENTITY - Using Governmental Unit that has submitted a Purchase Order.

PAGE TWO – means the second page of the original solicitation, which is labeled Page Two.

PROCUREMENT OFFICER – means the person, or his successor, identified as such on the Cover Page.

YOU and YOUR – means Offeror.

SOLICITATION – means this document, including all its parts, attachments, and any Amendments.

STATE – means the Using Governmental Unit(s) identified on the Cover Page.

SUBCONTRACTOR – means any person having a contract to perform work or render service to Contractor as a part of the Contractor’s agreement arising from this solicitation.

USING GOVERNMENTAL UNIT – means the unit of government identified as such on the Cover Page.

WORK - means all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations under the Contract.

AMENDMENTS TO SOLICITATION (DHEC – FEB 2007)

(a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: <http://www.scdhec.gov/procurement/>

(b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two, (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment.

(c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

AWARD NOTIFICATION (NOV 2007)

Notice regarding any award or cancellation of award will be posted at the location specified on the Cover Page. If the contract resulting from this Solicitation has a total or potential value of fifty thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation. Should the contract resulting from this Solicitation have a potential value of one hundred thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the eleventh day after such notice is given.

BID / PROPOSAL AS OFFER TO CONTRACT (JAN 2004)

By submitting Your Bid or Proposal, You are offering to enter into a contract with the Using Governmental Unit(s). Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Cover Page. An Offer may be submitted by only one legal entity; “joint bids” are not allowed.

BID ACCEPTANCE PERIOD (JAN 2004)

In order to withdraw Your Offer after the minimum period specified on the Cover Page, You must notify the Procurement Officer in writing.

BID IN ENGLISH & DOLLARS (JAN 2004)

Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation.

BOARD AS PROCUREMENT AGENT (DHEC FEBRUARY 2007)

(a) Authorized Agent. All authority regarding the conduct of this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only government official authorized to bind the government with regard to this procurement.

(b) Purchasing Liability. The Procurement Officer is an employee of the South Carolina Department of Health and Environment Control (SCDHEC) acting on behalf of SCDHEC pursuant to the Consolidated Procurement Code.

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008)

GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION UNDER SECTION 16-9-10 OF THE SOUTH CAROLINA CODE OF LAWS AND OTHER APPLICABLE LAWS.

(a) By submitting an offer, the offeror certifies that—

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to—

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory—

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; or

(2)(i) Has been authorized, in writing, to act as agent for the offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term "principals" means the person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal];

(ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification.

(c) If the offeror deletes or modifies paragraph (a)(2) of this certification, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure. [02-2A032-1]

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004)

(a)(1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that-

(i) Offeror and/or any of its Principals-

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;

(B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

(b) Offeror shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) If Offeror is unable to certify the representations stated in paragraphs (a)(1), Offer must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror nonresponsive.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the State, the Procurement Officer may terminate the contract resulting from this solicitation for default.

CODE OF LAWS AVAILABLE (JAN 2006)

The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at: <http://www.scstatehouse.net/code/statmast.htm>. The South Carolina Regulations are available at: <http://www.scstatehouse.net/coderegs/statmast.htm>.

COMPLETION OF FORMS / CORRECTION OF ERRORS (JAN 2006)

All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule). (Applicable only to offers submitted on paper.)

DEADLINE FOR SUBMISSION OF OFFER (JAN 2004)

Any offer received after the Procurement Officer of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental bodies' mail room which services that purchasing office prior to the bid opening. [R.19-445.2070(H)]

DRUG FREE WORK PLACE CERTIFICATION (JAN 2004)

By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

DUTY TO INQUIRE (JAN 2006)

Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the State's attention.

ETHICS CERTIFICATE (May 2008)

By submitting an offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file

such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed.

OMIT TAXES FROM PRICE (JAN 2004)

Do not include any sales or use taxes in your price that the State may be required to pay.

PROTESTS (JUNE 2006)

Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten days of the date notification of award is posted in accordance with this code. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the appropriate Chief Procurement Officer within the time provided. See clause entitled "Protest-CPO". [§ 11-35-4210]

PUBLIC OPENING (JAN 2004)

Offers will be publicly opened at the date / time and at the location identified on the Cover Page, or last Amendment, whichever is applicable

QUESTIONS FROM OFFERORS (JAN 2004)

(a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions must be received by the Procurement Officer no later than five (5) days prior to opening unless otherwise stated on the Cover Page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors.

(b) The State seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer – as soon as possible – regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition.

SUBMISSION OF QUESTIONS – Deadline: October 19, 2009 by 5:00 PM EST

All questions or requests for information must be submitted as indicated below. **If you do not attend the Pre-Proposal Conference, questions or requests for information must be submitted in writing and received by 5:00 PM, October 19, 2009.**

All questions, request for information or requests for clarification regarding this Request For Proposal for Organizations to deliver HIV prevention services to persons at high risk for becoming infected with HIV or for HIV positive persons must be submitted as indicated below. Questions, request for information or requests for clarification must be submitted in writing either by mail or faxed and received no later than **5:00 pm ET on October 19, 2009**. The State of South Carolina and SC DHEC are not under any obligation to respond to further questions, but reserve the right to do so after this deadline. Any follow-up questions must relate only to the amendment issued in the responses from SC DHEC. A response in the form of a written amendment to the Request For Proposal will be mailed to all bidders and posted on the DHEC's Division of Procurement Services website (www.scdhec.gov/procurement).

When possible, please submit all questions by email. Address the subject line of your email as follows:
QUESTIONS: RFP-HIV Prevention Services

Mark envelopes on questions mailed:

QUESTIONS: RFP.36966-11/05/09-MAR

Title: RFP.36966-11/05/09-MAR

Attn.: Michelle Robinson, CPPB

QUESTIONS MAY BE E-MAILED TO:

robinsma@dhec.sc.gov

OR FAXED TO:

803-898-3505

ALL MAIL IS PICKED UP FROM THE US POSTAL SERVICE DAILY BY 10:30 A.M ET (EXCLUDING WEEKENDS AND HOLIDAYS).

REQUEST FOR PROPOSALS SUBMITTED VIA THE SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL'S FACSIMILE MACHINE ARE UNACCEPTABLE.

REJECTION/CANCELLATION (JAN 2004)

The State may cancel this solicitation in whole or in part. The State may reject any or all proposals in whole or in part. [SC Code Section 11-35-1710 & R.19-445.2065.]

RESPONSIVENESS / IMPROPER OFFERS (JAN 2004)

(a) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.

(b) Multiple Offers. Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements. If this solicitation is an Invitation for Bids, each separate offer must be submitted as a separate document. If this solicitation is a Request for Proposals, multiple offers may be submitted as one document, provided that you clearly differentiate between each offer and you submit a separate cost proposal for each offer, if applicable.

(c) Responsiveness. Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the State cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer. [R.19-445.2070 and Section 11-35-1520(13)]

(d) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price. [R. 19-445.2070].

(e) Unbalanced Bidding. The State may reject an Offer as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the State even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

RESTRICTIONS APPLICABLE TO OFFERORS (JAN 2004)

Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of the state Ethics Act. (a) After issuance of the solicitation, ***you agree not to discuss this procurement activity in any way with the Using Governmental Unit or its employees, agents or officials.*** All communications must be solely with the Procurement Officer. This restriction may be lifted by express written permission from the Procurement Officer. This restriction expires once a contract has been formed. (b) Unless otherwise approved in writing by the Procurement Officer, ***you agree not to give anything to any Using Governmental Unit.***

SIGNING YOUR OFFER (JAN 2004)

Every Offer must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words "by its Partner," and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venturer involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal.

STATE OFFICE CLOSINGS (JAN 2004)

If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the government office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal government processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If state offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at: http://www.scemd.org/scgovweb/weather_alert.htm.

SUBMITTING CONFIDENTIAL INFORMATION (AUGUST 2002)

(An overview is available at www.procurement.sc.gov) For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected! If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the State will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless the State of South Carolina, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the State withholding information that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.)

SUBMITTING YOUR OFFER OR MODIFICATION (JAN 2004)

(a) Offers and offer modifications shall be submitted in sealed envelopes or packages (unless submitted by electronic means) – (1) Addressed to the office specified in the Solicitation; and (2) Showing the time and date specified for opening, the solicitation number, and the name and address of the bidder. (b) If you are responding to more than one solicitation, each offer must be submitted in a different envelope or package. (c) Each Offeror must submit the number of copies indicated on the Cover Page. (d) Offerors using commercial carrier services shall ensure that the Offer is addressed and marked on the outermost envelope or wrapper as prescribed in paragraphs (a)(1) and (2) of this provision when delivered to the office specified in the Solicitation. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. (f) Offers submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.

TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES (JAN 2008)

Pursuant to Section 12-6-3350, a taxpayer having a contract with this State who subcontracts with a socially and economically disadvantaged small business is eligible for an income tax credit equal to four percent of the payments to that subcontractor for work pursuant to the contract. The subcontractor must be certified as a socially and economically disadvantaged small business as defined in Section 11-35-5010 and regulations pursuant to it. The credit is limited to a maximum of fifty thousand dollars annually. A taxpayer is eligible to claim the credit for ten

consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. A taxpayer claiming the credit shall maintain evidence of work performed for the contract by the subcontractor. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498.

TAXPAYER IDENTIFICATION NUMBER (JAN 2004)

(a) If Offeror is owned or controlled by a common parent as defined in paragraph (b) of this provision, Offeror shall submit with its Offer the name and TIN of common parent.

(b) Definitions: "Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member. "Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(c) If Offeror does not have a TIN, Offeror shall indicate if either a TIN has been applied for or a TIN is not required. If a TIN is not required, indicate whether

(i) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

(ii) Offeror is an agency or instrumentality of a state or local government;

(iii) Offeror is an agency or instrumentality of a foreign government; or (iv) Offeror is an agency or instrumentality of the Federal Government.

VENDOR REGISTRATION MANDATORY (JAN 2006)

You must have a state vendor number to be eligible to submit an offer. To obtain a state vendor number, visit www.procurement.sc.gov and select "New Vendor Registration." (To determine if your business is already registered, go to "Vendor Search".) Upon registration, you will be assigned a state vendor number. Vendors must keep their vendor information current. If you are already registered, you can update your information by selecting "Change Vendor Registration." (Please note that vendor registration does not substitute for any obligation to register with the S.C. Secretary of State or S.C. Department of Revenue. You can register with the agencies at <http://www.scbos.com/default.htm>.)

WITHDRAWAL OR CORRECTION OF OFFER (JAN 2004)

Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the Solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid. The withdrawal and correction of Offers is governed by S.C. Code Section 11-35-1520 and Regulation 19-445.2085.

II. INSTRUCTIONS TO OFFERORS – B. SPECIAL INSTRUCTIONS**CLARIFICATION (NOV 2007)**

Pursuant to Section 11-35-1520(8), the Procurement Officer may elect to communicate with you after opening for the purpose of clarifying either your offer or the requirements of the solicitation. Such communications may be conducted only with offerors who have submitted an offer which obviously conforms in all material aspects to the solicitation. Clarifications of an offer must be documented in writing and included with the offer. Clarifications may not be used to revise an offer or the solicitation. [Section 11-35-1520(8); R.19-445-2080]

CONFERENCE – PRE-BID PROPOSAL (JAN 2006)

Pre-Bid/Proposal Conference Date and Time: **October 19, 2009 at 1:00 PM**

Location of Pre-Bid/Proposal Conference: **South Carolina Department of Health and Environmental Control (SC DHEC), Conference Room 1635, 2600 Bull Street, Columbia SC 29201**

Due to the importance of all offerors having a clear understanding of the specifications and requirements of this solicitation, a conference of potential offerors will be held on the date specified on the cover page. **BRING A COPY OF THE SOLICITATION WITH YOU.** Any changes resulting from this conference will be noted in a written amendment to the solicitation. Your failure to attend will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the State. The State assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available at the conference. Nor does the State assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

CONTENTS OF OFFER (RFP) – SPO (JAN 2006)

- (a) Offers should be complete and carefully worded and should convey all of the information requested.
- (b) Offers should be prepared simply and economically, providing a straightforward, concise description of offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
- (c) Each copy of your offer should be bound in a single volume where practical. All documentation submitted with your offer should be bound in that single volume.
- (d) If your offer includes any comment over and above the specific information requested in the solicitation, you are to include this information as a separate appendix to your offer. Offers which include either modifications to any of the solicitation's contractual requirements or an offeror's standard terms and conditions may be deemed non-responsive and not considered for award.

DISCUSSIONS & NEGOTIATIONS (NOV 2007)

Submit your best terms from a cost or price and from a technical standpoint. Your proposal may be evaluated and your offer accepted without any discussions, negotiations, or prior notice. Ordinarily, nonresponsive proposals will be rejected outright. Nevertheless, the State may elect to conduct discussions, including the possibility of limited proposal revisions, but only for those proposals reasonably susceptible of being selected for award. If improper revisions are submitted, the State may elect to consider only your unrevised initial proposal. [11-35-1530(6); R.19-445.2095(I)] The State may also elect to conduct negotiations, beginning with the highest ranked offeror, or seek best and final offers, as provided in Section 11-35-1530(8). If negotiations are conducted, the State may elect to disregard the negotiations and accept your original proposal.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)/BUSINESS ASSOCIATE AGREEMENT (DHEC APR 2009)

Prior to any work being done on any contract resulting from this solicitation, the Contractor will be required to sign a Business Associate Agreement to safeguard the privacy and security of Protected Health Information (PHI) and Electronic Protected Health Information (EPHI) pursuant to requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). A copy of the Business Associate Agreement is included in the Appendix (ATTACHMENT C) of this solicitation. Upon submission of an offer, the offeror agrees to these items.

ILLEGAL IMMIGRATION (NOV 2008): (An overview is available at www.procurement.sc.gov)

By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in

their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

MAIL PICKUP (DHEC – APR 2009)

The South Carolina Department of Health and Environmental Control picks up all mail from The US Postal Service twice daily around 8:30 a.m. ET and 12:00 p.m. ET (excluding weekends and holidays). See provision entitled Deadline for Submission of Offer.

OPENING PROPOSALS – PRICES NOT DIVULGED (JAN 2006)

In competitive sealed proposals, prices will not be divulged at opening. [§ 11-35-1530 & R. 19-445.2095(c) (1)]

PROTEST – CPO - MMO ADDRESS (JUNE 2006)

Any protest must be addressed to the Chief Procurement Officer, Materials Management Office, and submitted in writing (a) by email to protest-mmo@mmo.state.sc.us, (b) by facsimile at 803-737-0639, or (c) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201.

III. SCOPE OF WORK/SPECIFICATIONS

It is the intent of the South Carolina Department of Health and Environmental Control (DHEC) to solicit proposals to award funds to organizations to deliver HIV prevention services to persons at high risk for becoming infected with HIV or persons living with HIV/AIDS in accordance with all requirements stated herein. Particular emphasis will be given to funding programs that address one or more of the following: 1) the disproportionate impact of HIV in African American communities; 2) prevention services for persons living with HIV/AIDS and their sexual or needle-sharing partners; 3) prevention services for men who have sex with men (MSM), particularly African American MSM and their sexual partners; and 4) integrated services for the prevention of other sexually transmitted diseases (STDs), viral hepatitis (Hepatitis A virus [HAV], Hepatitis B virus [HBV] and Hepatitis C virus [HCV]) and tuberculosis (TB).

Introduction

DHEC is requesting proposals to implement recommended interventions targeting priority populations based on the SC HIV Prevention Plan 2010 - 2014. The complete list of priority populations and fundable interventions is on page 17.

HIV Prevention funds are provided by Centers for Disease Control and Prevention to the S.C. Department of Health and Environmental Control, STD/HIV Division, and are authorized under Sections 317 (k)(2) and 318 of the Public Health Service Act (42 U.S.C., Sections 247 b(k)(2) and 247 c) as amended. The Catalog of Federal Domestic Assistance number is 93.940. The funds address the *Healthy People 2010* priority area of HIV infection, the goals of *CDC's HIV Prevention Strategic Plan Extended Through 2010* and CDC's *Advancing HIV Prevention* initiative.

The overall goal to be accomplished is to reduce the number of new HIV infections, focusing particularly on reducing the disproportionate impact of HIV infection in racial/ ethnic minority populations, by supporting efforts to:

- A. Decrease the number of persons at high risk for acquiring or transmitting HIV infection by delivering targeted, sustained, science or evidence-based HIV prevention interventions.
- B. Increase, through voluntary counseling and testing, the proportion of HIV-infected people who know they are infected, focusing particularly on populations with high rates of undiagnosed HIV infection.
- C. Increase the proportion of HIV-infected people who are linked to appropriate prevention, care and treatment services.

Organizations that are eligible to apply for funds must:

1. Have a minimum of at least a five-year history of providing HIV prevention services to one or more of the priority populations in the table listed on page 17.
2. Have the infrastructure capacity to operate on a cost reimbursement basis to deliver services.
3. Provide a strong rationale for funding based on the HIV epidemic in their area and the extent of unmet needs for services among the priority populations.
4. Provide evidence of collaborating with the local health department, if planning to conduct HIV Counseling, Testing and Referral Services (CTRS), STD screenings, TB prevention activities, Hepatitis B virus (HBV) and Hepatitis C virus (HCV) CTRS, and Hepatitis A/B vaccine services.

Approximately \$850,000 will be available in FY 2010 to fund HIV prevention awards. The average award is expected to be \$50,000 to \$75,000. Final award amounts will be negotiated depending on the number of providers awarded and funds available. Priority consideration will be given to organizations in areas that have a high prevalence and incidence of HIV, as well as geographic areas that do not have the services available as requested in this announcement.

Funds will be awarded for up to a two-year project period. Yearly continuation awards within an approved project period will be made based on satisfactory progress as evidenced by successfully implementing required recipient activities, submitting required reports and being in compliance with all other contractual obligations. Continuation awards are subject to the availability of funds.

The use of funds should be consistent with the SC HIV Prevention Plan 2010 - 2014. Funds may not be used to provide direct patient medical care, e.g., ongoing medical management and provision of medications. If funds are awarded for integrated (STD/Hepatitis/TB) services and/or capacity building activities, those awards will only be made to programs that are eligible for and awarded funds primarily for HIV prevention services through this RFP.

Funds cannot be carried over at the end of a budget year (at the end of each calendar year of operation).

SCOPE OF SERVICES

Each contractor shall use HIV prevention funds awarded by S.C. DHEC to provide recommended HIV interventions to priority populations as defined in the S.C. HIV Prevention Plan 2010 – 2014; or associated integrated services for STD, Viral Hepatitis and/or TB prevention; or as indicated in yearly amendments to the plan and contract. The 2010 priority populations and fundable interventions for South Carolina are indicated in the table on page 17.

Priority Populations (ranked)	Fundable HIV Prevention Interventions*	Fundable STD Prevention Activities	Fundable Viral Hepatitis Prevention Activities	Fundable TB Prevention Activities
All Priority Populations (listed below)	<ul style="list-style-type: none"> Individual Level Interventions (ILIs) using <i>Fundamentals of Prevention Counseling</i> or <i>Project RESPECT</i>. HIV Counseling, Testing and Referral Services (CTRS) – <u>Note</u>: This is not an intervention for persons living with HIV/AIDS. 	Clinical activities to include syphilis and Chlamydia screenings via blood draw	<ul style="list-style-type: none"> HAV/HBV vaccination 	Public information on TB and linkages to public health services, when needed
1. Persons Living with HIV/AIDS	<ul style="list-style-type: none"> <i>Healthy Relationships</i> 		<ul style="list-style-type: none"> HBV + HCV testing 	
2. African American Men who Have Sex with Men	<ul style="list-style-type: none"> <i>Many Men, Many Voices (3MV)</i> <i>Mpowerment</i> 		<ul style="list-style-type: none"> HBV testing 	
3. African American Women who Have Sex with Men	<ul style="list-style-type: none"> <i>SISTA</i> <i>VOICES</i> 		<ul style="list-style-type: none"> HBV testing 	
4. African American Men who Have Sex with Women	<ul style="list-style-type: none"> <i>VOICES</i> 		<ul style="list-style-type: none"> HBV testing 	
5. White Men who Have Sex with Men	<ul style="list-style-type: none"> <i>Mpowerment</i> 		<ul style="list-style-type: none"> HBV testing 	
6. Injecting Drug Users	<ul style="list-style-type: none"> See notes for all priority populations 		<ul style="list-style-type: none"> HBV + HCV testing 	
7. Hispanics/Latinos	<ul style="list-style-type: none"> <i>VOICES</i> <i>SISTA-adapted for Latinas</i> 			

***Interventions Guidance:**

- Provisional Procedural Guidance for Community-Based Organizations: http://www.cdc.gov/hiv/topics/prev_prog/AHP/resources/guidelines/pro_guidance.htm
- Compendium of HIV Interventions with Evidence of Effectiveness: http://www.cdc.gov/hiv/resources/reports/hiv_compendium/index.htm;
- Replicating Effective Programs Plus: http://www.cdc.gov/hiv/topics/prev_prog/rep/index.htm;
- Diffusion of Effective Behavioral Interventions (DEBI) Project: <http://www.effectiveinterventions.org/>

***Special Considerations for Interventions Delivered in S.C.**

- CTRS include community-based testing in venues offering access to hard-to-reach, high-risk populations when the setting is aligned with all CDC and DHEC policies, protocols and quality assurance standards. Each counselor must allow time to provide pre-post test counseling, administer the test, develop a client-centered risk reduction plan and make appropriate referrals. For some persons, receiving test counseling will be the only chance to learn HIV risks and the importance of knowing HIV status. Referrals must be offered to all clients receiving preliminary and confirmed HIV positive test results.
- Mpowerment: Note that three Intervention Worksheets (M-Group, HC/PI and Outreach) must be completed if proposing to deliver this intervention.
- SISTA-adapted for Latinas: A community/cultural assessment must be done to learn about where the women live, their culture, risk behaviors, and other HIV risk factors. Utilize the SISTA Resource Guide for Adapting SISTA for Latinas. For additional details on this intervention, please review the S.C. HIV Prevention Plan and address any special considerations noted if proposing to deliver.

Note:

Additional interventions recommended by the S.C. HIV Planning Council and identified in the S.C. HIV Prevention Plan 2010 – 2014 include Community PROMISE, D-up!, Popular Opinion Leader, RAPP and Safety Counts. At this time due to the complexity of these interventions and substantial resources needed to successfully implement them, DHEC will not consider funding these interventions through this RFP.

Each HIV prevention contractor awarded funds is expected to:

1. Develop a program plan based on the selection of recommended interventions with the selected priority populations for your area. The program plan is based on the local epidemic and local needs assessment information including a resource inventory and gap analysis. In general, organizations should limit the number of interventions to be conducted in order to ensure quality, optimal services given the amount of funding resources available. Interventions consist of two primary programs:
 - a. HIV Counseling, Testing and Referral Services (CTRS); and
 - b. Health Education/Risk Reduction (HE/RR) as indicated in the table on page 17 of this RFP.
2. Only conduct Health Communication/Public Information (HC/PI) activities when they link directly to getting participants into the planned priority interventions, and are related to the following national events or observances: National Black HIV/AIDS Awareness Day, National HIV Testing Day and World AIDS Day. No more than 15% of the funding request should be allocated to Health Communication/Public Information activities.
3. Attend, as required, DHEC-sponsored trainings to ensure the appropriate delivery of planned interventions.
4. Ensure that interventions are conducted as planned.
5. Ensure the interventions are conducted in a quality manner by qualified staff and in accordance with CDC's procedural guidance for the selected interventions, *Diffusion of Effective Behavioral Interventions (DEBI)*-defined core elements, and/or according to DHEC's *SC Quality Assurance Guidelines for HIV Prevention Interventions* and *CTR Guidelines*.
6. Attend, as required, DHEC-sponsored training updates for the delivery of planned interventions.
7. Attend DHEC sponsored Program Evaluation and Monitoring System (PEMS) software and data collection training. PEMS is an Internet browser based HIV prevention reporting system developed and maintained by the CDC.
8. Maintain an agency-specific instance of PEMS and allow the PEMS Implementation Coordinator through DHEC administrative rights to the system. The agency must also maintain data sharing permissions with DHEC. In addition, each agency will delegate at least one person as PEMS administrator to be responsible and for maintaining user and respective digital certificates, worker, sites and other agency specific information in PEMS.
9. Report process monitoring data on all interventions in PEMS. For ILIs and GLIs collect variables on the program participants' race/ethnicity, sex, risk, HIV status and other required variables as described in **Attachment A**. Data must be entered monthly by the 15th of the following month.
10. Report community-based counseling and testing data in PEMS or comparable data collection system provided by DHEC.
11. Ensure that any materials purchased are linked to a specific program intervention, are necessary for the activity, and have been approved by the Federal Materials Review Committee prior to purchase.
12. Request reimbursement for expenditures at least once monthly.
13. Submit quarterly narrative reports (QNR) and quarterly expenditure reports (QER).
14. Attend required contractor meetings.
15. Participate in mid-year site visits from DHEC.

Required Reporting

1. Collect and submit process-monitoring data on all interventions. For ILIs and GLIs collect variables on the program participants' race/ethnicity, sex, risk, HIV status and other variables as described in Attachment A. Data must be entered into PEMS by the 15th of each month following the end of a month.
2. Collect and submit required counseling and testing data in PEMS by the 15th of each month following the end of a month.

3. Submit quarterly narrative reports and quarterly expenditure reports by the 15th of the month following the end of the quarter (April 15 for the January 1-March 31 quarter, July 15 for the 2nd quarter, October 15 for the 3rd quarter, and January 15 for the 4th quarter).
4. Attend DHEC sponsored PEMS software and data collection training for the purposes of submitting process data. PEMS is an Internet browser based HIV prevention reporting system developed and maintained by the CDC.

Budget

Approximately \$850,000 is available to fund HIV prevention contracts starting January 1, 2010. The final award amount is dependent upon the number of awards given, the strength of the program description, the strength of the narrative justification for the funds, and the impact of HIV in the proposed services area.

Funds will be awarded for a two-year project period. Yearly continuation awards within an approved project period will be made based on satisfactory progress as evidenced by successfully implementing required recipient activities and submitting required reports. Continuation awards are subject to the availability of the federal funds.

The use of funds should be consistent with the SC HIV Prevention Plan 2010 - 2014. Funds may not be used to provide direct patient medical care, e.g., ongoing medical management and provision of medications.

Carryover of funds from a previous budget period (Calendar Year) will not be allowed.

A comprehensive budget reflecting all expected program costs should be submitted with this application as indicated in Attachment B.

The Contractor shall invoice the DHEC Division of STD/HIV monthly for reimbursement. The period covered in the invoice shall be stated on the request for payment, which should be received within fifteen (15) days after the end of each month. Mail requests for payment to S.C. Department of Health and Environmental Control, Health Services Operations - Contract Section, Box 101106, Columbia, S.C., 29211.

An initial advance payment invoice shall be made for the expected amount needed for the first month of each grant award year, and subsequent invoices should reflect actual expenditures for eligible activities for the previous month. By the end of each grant award year, and the contract period, the total expenditures should offset the initial advance payments. Advanced payments must be based on estimated expenditures by the recipient for no more than the next 30-day period. The Contractor should make every attempt to utilize funds as expeditiously as possible.

Compensation

A comprehensive budget reflecting all expected program costs must be submitted to the DHEC Division of STD/HIV immediately upon award of funding and by December 1, 2010 for the following year's contract period. During the grant year, if a budget revision exceeds 10% within a major budget category, the Contractor must make a written request to DHEC for approval of the revision. The budget revision **will not be allowed until the Contractor receives written approval from DHEC.**

Source of Funds: CFDA Number 93.940, HIV Prevention Activities – Health Department Based;
Award/Fund Name: AIDS Prevention and Risk Reduction; U.S. Department of Health and Human Services; effective January 1, 2010 through December 31, 2010, and each successive year thereafter contingent upon renewal of grant.

DHEC Point of Contact for financial information regarding payments made under this contract:

Ronnie Belleggia - Assistant Bureau Director
Bureau of Financial Management
2600 Bull Street
Columbia, SC 29201-1708.

Note: Only work done in accordance with the effective dates of the DHEC purchase order will be compensated.

Method of Payment

The Contractor shall submit monthly invoices for payment of services rendered as outlined in the Scope of Services, as follows:

- A. The invoice must include the name and address of the Contractor, the Contract Number, a brief description of the Scope of Services performed, the period covered, an itemized listing of expenses incurred with categorical break-out sub-totals as required by the DHEC program, the total amount of the reimbursement, and supporting documentation for expenditures as required by DHEC. An invoice format will be provided to the Contractor upon award. The Contractor should make every attempt to utilize funds as expeditiously as possible.
- B. Reimbursement will be for actual allowable costs incurred. Only expenditures incurred during the contract period, or the budget period as pre-approved by the DHEC program, can be submitted for reimbursement. The invoice shall be received by DHEC within fifteen (15) days after the end of each month.

Mail requests for payment to:
S.C. Department of Health and Environmental Control
Health Services Operations - Contract Section
Box 101106
Columbia, S.C., 29211.

C. Advance Payment Conditions:

1. An initial advance payment invoice may be made for the expected amount needed for the first month of each grant award year, and subsequent invoices should reflect actual expenditures for eligible activities for the previous month.
2. Advanced payments must be based on estimated expenditures by the recipient for no more than the next 30-day period.
3. By the end of each grant award year, and the contract period, the total expenditures should offset the initial advance payments and this offset must be documented and submitted to DHEC with the final invoice within the grant award year.

DELIVERY / PERFORMANCE LOCATION – PURCHASE ORDER (JAN 2006)

After award, all deliveries shall be made and all services provided to the location specified by the Using Governmental Unit in its purchase order.

IV. INFORMATION FOR OFFERORS TO SUBMIT**INFORMATION FOR OFFERORS TO SUBMIT - EVALUATION (JAN 2006)**

In addition to information requested elsewhere in this solicitation, offerors should submit the following information for purposes of evaluation:

NOTE: THE FOLLOWING INFORMATION MUST BE PROVIDED.

To be considered for award, all bids must include, as a minimum, the following information. The bid must contain all required information listed below. Offerors should restate each of the items listed below and provide their bid immediately thereafter. **All information should be presented in the listed order:**

The bidder is to submit ONE ORIGINAL AND FOUR (4) copies including, but not limited, to the following information for consideration and evaluation.

DHEC reserves the right to request any information it deems necessary to make the final decision concerning the offeror's ability to provide the services requested herein before entering into a contract.

1. Cover Letter – Submit a cover letter, which includes a summary of the offeror's ability to perform the services described herein and a statement that the offeror is willing to perform those services and enter into a contract with DHEC. The cover letter must state that the offeror will comply with all requirements of the RFP. The cover letter must be signed by a person having the authority to commit the offeror to a contract.
2. Organizational Capacity and History of Service
 - a. Organizational Structure:
Provide an organizational chart reflecting the organizational structure of your organization, governance, programs/services and staffing. In addition, respond to the following questions:
 - i. How are you organized?
 - ii. Does your organization have a Board of Directors?
 - iii. What are the major programs or organizational branches?
 - iv. How many staff does your organization have? List all full-time/part-time staff by name and position.
 - v. List all of your offices or locations giving street addresses, telephone numbers.
 - vi. Are you a 501(c)3? (If yes, include a copy of the letter from the IRS or state proof of incorporation.)
 - b. History of Service:
 - i. What services does your organization provide?
 - ii. To whom do you provide those services, i.e., what populations?
(For i and ii above, please explain how long you have provided services, describe the outcomes of services you provided, and describe your relationship with the community.)
 - iii. List all of your sources of funding/support. What are the uses of these funds? For example, CDC, HOPWA, other state agency contracts, local grants, foundation or corporate grants, fundraising. Use the following template/table below to describe your funding sources.

Funding Source	Amount	Funding Start Date	Funding Ending Date	Purpose of the funding	Additional Comments
1.					
2.					
3.					

c. Technological Capacity:

- i. What is/are the operating system(s) on the computers your prevention staff use (i.e., Windows XP for Office, Windows 2000)?
- ii. What Internet services does your organization use?
- iii. What percentage of HIV prevention staff has access to a computer with Internet access?
- iv. Which Internet browser system is commonly used (Internet Explorer or Netscape)?
- v. What is the typical available bandwidth of the network (i.e., Dial-up, ISDN or T1 connection)?
- vi. How does your agency handle computer problems including access to the Internet? What is the usual response time?
- vii. Overall, rate your HIV prevention staff's level of proficiency in using the computer, including the Internet to enter data.

d. Financial Capacity:

- i. Who is your Chief Financial Officer? Is s/he listed on the organizational chart?
 - ii. What financial software does your organization use?
 - iii. Does your organization use an accrual or cash basis of accounting?
 - iv. If applicable, has your organization received training or have staff familiar with the OMB Circulars A-122 Cost Principles for Non-Profit Organizations?
 - v. How does your organization accomplish bookkeeping and accounting functions? Does your organization have a full or part-time bookkeeper or accounting type person as an employee or as a consultant? Does your organization engage an accounting firm to prepare your quarterly payroll tax returns and your 990 corporate tax return? (Assuming you are non-profit) Does a CPA firm perform any other accounting functions?
 - vi. Describe how your organization's financial records are organized and maintained (filed).
 - vii. What insurance coverage does your organization have for your facilities, employees and Board/officers?
 - viii. What employee benefits does your organization provide, such as profit sharing, group health and/or life insurance, annual and/or sick leave time off, etc.?
 - ix. Has your organization had an A-133 Single Audit conducted because it received and expended more than \$500,000 in federal funds (previously the limit was \$300,000)? If yes, include the most recent audit.
 - x. Does your organization have written accounting, administrative, personnel, procurement/purchasing and/or operational policies and procedures?
 - xi. What training or technical assistance does your organization need regarding financial, administrative and/or spreadsheet activities?
 - xii. Are organizational staff familiar with record retention requirements regarding financial transactions?
- e. If previously funded by S.C. DHEC to provide HIV prevention services, state if there have been any matters of noncompliance. These may include data security breaches, extended interruptions of email capabilities, nonattendance at required meetings, and delinquent fiscal or programmatic reporting including data entry. Explain methods taken to resolve the noncompliance situation(s).

3. Collaboration and Linkages

- a. If you are not currently providing HIV/AIDS care services funded by Ryan White Part B or C, how does your organization link with the Ryan White care providers in your area? Is there some form of routine communication and meetings? If you currently serve HIV infected persons or conduct HIV counseling and testing, describe your referral process linking infected persons to care. How does your organization follow-up to assure referrals have occurred? If your organization does not currently

collaborate with care providers, describe your plans to collaborate and coordinate with care providers in your area.

- b. If you are an HIV/AIDS care services organization, how will your organization's prevention program and care program collaborate? Will you be housed together in the same building? Will there be some form of routine communication and meetings? How will referrals be made between the two programs? How will your organization follow-up to assure referrals have occurred?
- c. Describe your current partnership(s) with the local health department in your area or your plans to collaborate and coordinate with local health departments.
- d. Describe your current partnership(s) with other HIV prevention and care providers in your service area. Include any details on the populations they reach, the services they provide, level of service, and any gaps in services of which you are aware. Also describe how you relate to each organization, including efforts to collaborate in providing services or interventions to various populations.

4. HIV Program Description

- a. Describe the priority populations in your prevention services area and any of their needs for HIV prevention services. Refer to the Epi Profile Summary 2009 fact sheet for your public health region located at: http://www.scdhec.gov/health/disease/stdhiv/sc_hiv_prevention_plan.htm
- b. Based on the needs of those populations and the resources available in your area (description of organizations and services in 3.d above), describe their unmet needs or gaps in services. If you plan to provide HIV CTRS, address the barriers to accessing HIV counseling and testing services for *each* population.
- c. Identify the specific priority populations that you are intending to reach based on the gap analysis provided in 4.b.
- d. For *each* priority population you plan to reach, list the HIV prevention intervention(s) you plan to conduct with them and why. If special considerations are noted for an intervention in the section below the table on page 17, please indicate how your program will address those considerations.
- e. For *each* priority population type you plan to reach, describe your experience working with the population.
- f. For *each* priority population type you plan to reach, describe how will you obtain meaningful input from members of this population and provide responsive, culturally appropriate services.
- g. Complete and submit an HIV Intervention Information Worksheet for each HIV prevention intervention you propose to deliver in 4.d. Worksheets are in Attachment A. Only one worksheet is needed for a particular intervention, regardless of the total number of priority populations you propose to reach with the intervention. In the table provided on the worksheet, indicate the number within each population that you propose to reach.
- h. Reporting and Evaluation
 - i. Indicate who will be responsible for completing the required Quarterly Narrative Report and the Quarterly Expenditure Report.
 - ii. Explain how you anticipate using CDC's internet browser based Program Evaluation and Monitoring System (PEMS) in your agency to collect process monitoring data. Address how many prevention staff will have access to PEMS to enter process-monitoring data and who will be responsible for ensuring the quality of the data, and how and when data will be entered into PEMS. How many staff do you anticipate will need training in PEMS?

5. Integrated Services (STD/Viral Hepatitis/TB Prevention) Program Description, If Applicable

- a. For STD and Viral Hepatitis prevention services, describe the organizational history and capacity to provide clinical services to include STD screenings, HBV testing, HCV testing and HAV/HBV vaccine provision.

- b. For TB prevention, describe the organizational history and capacity to effectively and efficiently link clients into public health TB services. The proposal may also include descriptions of public information activities for TB prevention.

6. Capacity Building Services, If Applicable

Identify agency staff who have successfully completed a CDC-sponsored or DHEC-sponsored training of trainers (TOT) for any of the fundable HIV prevention interventions (or their prerequisites) listed on page 17. Indicate the agency's agreement to allow trained staff to conduct regional-based and/or state-level trainings at the request of DHEC's STD/HIV Division throughout the project period.

7. Budget and Budget Justification Narrative

All offerors must complete a proposal budget and budget narrative using the budget format in Attachment B. The budget should be for the period January 1, 2010 to December 31, 2010. A detailed justification is required for each component of the program budget, (i.e. personnel, travel, supplies, contractual services, etc.) Include a list of all proposed sub-contractors (if any) and the amount of funds to be paid to each sub-contractor. For travel, break out any anticipated out-of-state travel and in-state travel.

INFORMATION FOR OFFERORS TO SUBMIT – GENERAL (JAN 2006)

Offeror shall submit a signed Cover Page and Page Two. Offeror should submit all other information and documents requested in this part and in parts II.B. Special Instructions; III. Scope of Work; V. Qualifications; VIII. Bidding Schedule/Price Proposal; and any appropriate attachments addressed in section IX. Attachments to Solicitations.

MINORITY PARTICIPATION (JAN 2006)

Is the bidder a South Carolina Certified Minority Business? ☐ Yes ☐ NO

Is the bidder a Minority Business certified by another governmental entity? ☐ Yes ☐ NO

If so, please list the certifying governmental entity: _____

Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor? ☐ Yes ☐ NO

If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? ☐ Yes ☐ NO

Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor? ☐ Yes ☐ NO

If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor? ☐ Yes ☐ NO

If a certified Minority Business is participating in this contract, please indicate all categories for which the Business is certified:

- ☐ Traditional minority
- ☐ Traditional minority, but female
- ☐ Women (Caucasian females)
- ☐ Hispanic minorities
- ☐ DOT referral (Traditional minority)
- ☐ DOT referral (Caucasian female)
- ☐ Temporary certification
- ☐ SBA 8 (a) certification referral
- ☐ Other minorities (Native American, Asian, etc.)

(If more than one minority contractor will be utilized in the performance of this contract, please provide the information above for each minority business.)

For a list of certified minority firms, please consult the Minority Business Directory, which is available at the following URL: <http://www.govoep.state.sc.us/osmba/>

V. QUALIFICATIONS

QUALIFICATION OF OFFEROR (JAN 2006)

To be eligible for award of a contract, a prospective contractor must be responsible. In evaluating an Offeror's responsibility, the State Standards of Responsibility [R.19-445.2125] and information from any other source may be considered. An Offeror must, upon request of the State, furnish satisfactory evidence of its ability to meet all contractual requirements. Unreasonable failure to supply information promptly in connection with a responsibility inquiry may be grounds for determining that you are ineligible to receive an award. S.C. Code Section 11-35-1810.

QUALIFICATIONS - MANDATORY MINIMUM (JAN 2006)

(a) In order to be qualified to receive award, you must meet the following mandatory minimum qualifications:

The offeror must:

2. Have a minimum five-year history of serving one or more of the priority populations listed above.
3. Adequately detail that it has a history of stability and has the capacity to operate on a cost-reimbursement basis.
4. Be located in or near to the area where the services will be provided.
5. Adequately detail that it has a need for the funds in their service area.
6. If applicable, adequately detail that proposed HIV CTRS has been discussed with DHEC's public health regional staff and agree to follow DHEC's guidelines for delivering HIV CTRS.
7. Adequately detail linkages with other key providers of HIV prevention and care services including local health departments and Ryan White Care providers.
8. If applicable, adequately detail having discussed proposed HBV CTRS with DHEC's public health regional staff and agree to follow CDC's and DHEC's guidelines for delivering HBV CTRS.
9. If applicable, adequately detail having discussed proposed STD screenings with DHEC's public health regional staff and agree to follow CDC's and DHEC's protocols and guidelines for STD prevention.
10. If applicable, adequately detail having discussed proposed TB prevention activities with DHEC's public health regional staff and agree to follow DHEC's protocols/guidelines for referrals/linkages to TB services.

(b) The Procurement Officer may, in his discretion, consider (1) the experience of a predecessor firm or of a firm's key personnel which was obtained prior to the date offeror was established, and/or (2) any subcontractor proposed by offeror.

(c) Provide a detailed, narrative statement providing adequate information to establish that you meet all the requirements stated in subparagraph (a) above. Include all appropriate documentation.

SUBCONTRACTOR – IDENTIFICATION (JAN 2006)

If you intend to subcontract with another business for any portion of the work and that portion exceeds 10% of your price, your offer must identify that business and the portion of work which they are to perform. Identify potential subcontractors by providing the business' name, address, phone, taxpayer identification number, and point of contact. In determining your responsibility, the state may evaluate your proposed subcontractors.

VI. AWARD CRITERIA

Proposals will be evaluated by a review panel on the basis of the following criteria.

1. Eligibility as indicated in the cover letter (not scored)
This section of the application will be reviewed to determine if you are eligible for funding.
2. Organizational Capacity and History of Services (40 points)
3. Collaboration and Linkages (5 points)
4. HIV Prevention Program Description (45 points)
5. Integrated Services (STD/Hepatitis/TB Prevention) Program Description, If Applicable (5 points)
6. Capacity Building Services, If Applicable (5 points)
7. Budget (not scored)

- a. Your application's budget will be reviewed to ensure you have clear and understandable explanation of all costs in the narrative budget justification demonstrating strong linkages to the interventions being proposed.

In addition to the application content score and outcome of any predecisional site visits conducted, funding decisions may be based on the following:

- 1) Funded organizations are balanced in terms of geographic distribution in the state. Consideration will be given to both high and low HIV prevalence/incidence areas; however, preference may be based on the burden of HIV/AIDS as measured by the proportion of state's HIV prevalence and newly diagnosed HIV/AIDS cases in the proposed service area.
- 2) Funding opportunities/HIV prevention services are available in the proposed service area as measured by the number and amount of HIV prevention resources already existing in the proposed geographic area to address gaps and unmet needs.

AWARD CRITERIA – PROPOSALS (JAN 2006)

Award will be made to the highest ranked, lowest responsible and responsive Offeror whose offer is determined to be the most advantageous to the State.

AWARD TO MULTIPLE OFFERORS (JAN 2006)

Award will be made to more than one Offeror.

EVALUATION FACTORS – PROPOSALS (JAN 2006)

Offers will be evaluated using only the factors stated below. Evaluation factors are stated in the relative order of importance, with the first factor being the most important. Once evaluation is complete, all responsive offers will be ranked from most advantageous to least advantageous.

HIV Prevention Program Description – 45%

Organizational Capacity and History of Services – 40%

Collaboration and Linkages – 5%

Integrated Services – 5%

Capacity Building Services – 5%

The State will be the sole judge as to whether an offeror's bid has or has not satisfactory met the requirements of the Solicitation No. RFP.36966-11/05/09-MAR.

VII. TERMS AND CONDITIONS – A. GENERAL

ASSIGNMENT (JAN 2006)

No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Procurement Officer.

BANKRUPTCY (JAN 2006)

(a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Using Governmental Unit. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all State contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This contract is voidable and subject to immediate termination by the State upon the contractor's insolvency, including the filing of proceedings in bankruptcy.

CHOICE-OF-LAW (JAN 2006)

The Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation.

CONTRACT DOCUMENTS & ORDER OF PRECEDENCE (JAN 2006)

(a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) documentation regarding the clarification of an offer [e.g., 11-35-1520(8) or 11-35-1530(6)], if applicable, (3) the solicitation, as amended, (4) modifications, if any, to your offer, if accepted by the Procurement Officer, (5) your offer, (6) any statement reflecting the state's final acceptance (a/k/a "award"), and (7) purchase orders. These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. (b) The terms and conditions of documents (1) through (6) above shall apply notwithstanding any additional or different terms and conditions in either (i) a purchase order or other instrument submitted by the State or (ii) any invoice or other document submitted by Contractor. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. (c) No contract, license, or other agreement containing contractual terms and conditions will be signed by any Using Governmental Unit. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect.

DISCOUNT FOR PROMPT PAYMENT (JAN 2006)

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the state annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

DISPUTES (JAN 2006)

(1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the Government regarding the Agreement is not a waiver of either the Government's sovereign immunity or the Government's immunity under the Eleventh Amendment of the United State's Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail.

EQUAL OPPORTUNITY (JAN 2006)

Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference.

FALSE CLAIMS (JAN 2006)

According to the S.C. Code of Laws § 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime.

FIXED PRICING REQUIRED (JAN 2006)

Any pricing provided by contractor shall include all costs for performing the work associated with that price. Except as otherwise provided in this solicitation, contractor's price shall be fixed for the duration of this contract, including option terms. This clause does not prohibit contractor from offering lower pricing after award.

NON-INDEMNIFICATION (JAN 2006)

Any term or condition is void to the extent it requires the State to indemnify anyone.

NOTICE (JAN 2006)

(A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used. (B) Notice to contractor shall be to the address identified as the Notice Address on Page Two. Notice to the state shall be to the Procurement Officer's address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph.

PAYMENT (JAN 2006)

(a) The Using Governmental Unit shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, including the purchase order, payment shall not be made on partial deliveries accepted by the Government. (b) Unless the purchase order specifies another method of payment, payment will be made by check. (c) Payment and interest shall be made in accordance with S.C. Code Section 11-35-45. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable.

PREVENTING AND REPORTING FRAUD, WASTE AND ABUSE (DHEC 2008)

- a. Federal and state laws make it unlawful to submit false claims to the government for payment; provide for civil, criminal and administrative penalties; and protect individuals, including government employees, who make good faith reports of suspected violations.
- b. SCDHEC has established procedures and policies concerning the prevention and reporting of fraud, waste and abuse (FWA) in agency-funded programs, including but not limited to those funded by federal grants such as Medicaid. No agency employee, agent, or contractor shall direct, participate in, approve, or tolerate any violation of federal or state laws regarding FWA in government programs. Any employee, agent, or contractor of SCDHEC who submits a false claim in violation of federal or state laws will be reported to appropriate authorities.
- c. The federal False Claims Act provides civil penalties for submitting false claims or statements to a federally funded program and authorizes the U. S. Attorney General to enforce this law. Citizens may bring an action on behalf of the government within six years of submittal of the false claim, and may receive part of any damages. An individual who in good faith reports information about false claims submitted by others is protected by law from retaliation for making the report ("whistleblower" protection.) Federal law also allows certain agencies, including the Department of Health and Human Services, to hold administrative hearings to penalize persons for false or fraudulent claims.
- d. Under State law, persons may be criminally prosecuted for false claims made to an insurer, HMO or any person, including state government, providing benefits for health care. Medicaid fraud statutes allow criminal prosecution of health care providers and Medicaid applicants or recipients who knowingly make false statements to the Medicaid Program, or conceal or fail to disclose material facts affecting entitlement to Medicaid reimbursement, payment, or benefits. Health care providers may also be liable for civil and administrative penalties and sanctions for Medicaid fraud. The State Attorney General has authority to prosecute persons for insurance fraud who make false statements and misrepresentations in order to obtain an

undeserved economic benefit or to deny someone a benefit in connection with any insurance transaction. The State Computer Crimes Act authorizes criminal penalties for persons who use a computer to devise or execute any fraud scheme or to obtain money or services by false representations.

- e. Anyone who becomes aware of the existence or apparent existence of FWA in agency funded programs is encouraged to report such matters by writing to the Office of Internal Audits, SCDHEC, 2600 Bull Street, Columbia, South Carolina 29201; or by calling the Agency Fraud, Waste and Abuse Hotline at 803-0896-0650 or toll-free at 1-866-206-5202. Reports will be handled confidentially.
- f. The Contractor is required to inform contractor's employees of the existence of SCDHEC's policy prohibiting FWA and the procedures for reporting FWA to the agency.

PUBLICITY (JAN 2006)

Contractor shall not publish any comments or quotes by State employees, or include the State in either news releases or a published list of customers, without the prior written approval of the Procurement Officer.

PURCHASE ORDERS (JAN 2006)

Contractor shall not perform any work prior to the receipt of a purchase order from the using governmental unit. The using governmental unit shall order any supplies or services to be furnished under this contract by issuing a purchase order. Purchase orders may be used to elect any options available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract. Purchase orders may be electronic. No particular form is required. An order placed pursuant to the purchasing card provision qualifies as a purchase order.

SETOFF (JAN 2006)

The state shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the state with regard to this contract, any other contract with any state department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the state for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto.

SURVIVAL OF OBLIGATIONS (JAN 2006)

The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this contract shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses: Indemnification - Third Party Claims, Intellectual Property Indemnification, and any provisions regarding warranty or audit.

TAXES (JAN 2006)

Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the State, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the State. It shall be solely the State's obligation, after payment to contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to contractor by the taxing authority. In the event that the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the State to contractor, contractor shall be liable to the State for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor.

TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006)

Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term.

THIRD PARTY BENEFICIARY (JAN 2006)

This Contract is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Contract as a third party beneficiary or otherwise.

WAIVER (JAN 2006)

The State does not waive any prior or subsequent breach of the terms of the Contract by making payments on the Contract, by failing to terminate the Contract for lack of performance, or by failing to strictly or promptly insist upon any term of the Contract. Only the Procurement Officer has actual authority to waive any of the State's rights under this Contract. Any waiver must be in writing.

VII. TERMS AND CONDITIONS – B. SPECIAL**CHANGES (JAN 2006)**

(1) Contract Modification. By a written order, at any time, and without notice to any surety, the Procurement Officer may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:

- (a) drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the [State] in accordance therewith;
- (b) method of shipment or packing;
- (c) place of delivery;
- (d) description of services to be performed;
- (e) time of performance (i.e., hours of the day, days of the week, etc.); or,
- (f) place of performance of the services.

Subparagraphs (a) to (c) apply only if supplies are furnished under this contract. Subparagraphs (d) to (f) apply only if services are performed under this contract.

(2) Adjustments of Price or Time for Performance. If any such change increases or decreases the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made in the contract price, the delivery schedule, or both, and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the State promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

(3) Time Period for Claim. Within 30 days after receipt of a written contract modification under Paragraph (1) of this clause, unless such period is extended by the Procurement Officer in writing, the contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless the State is prejudiced by the delay in notification.

(4) Claim Barred After Final Payment. No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.

COMPLIANCE WITH LAWS (JAN 2006)

During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs.

CONTRACTOR'S LIABILITY INSURANCE (JANUARY 2006)

- (1) Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in South Carolina such insurance as will protect the contractor from the types of claims set forth below which may arise out of or result from the contractor's operations under the contract and for which the contractor may be legally liable, whether such operations be by the contractor or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable: (a) claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the work to be performed; (b) claims for damages because of bodily injury, occupational sickness or disease, or death of the contractor's employees; (c) claims for damages because of bodily injury, sickness or disease, or

death of any person other than the contractor's employees; (d) claims for damages insured by usual personal injury liability coverage; (e) claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting there from; (f) claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; (g) claims for bodily injury or property damage arising out of completed operations; and (h) claims involving contractual liability insurance applicable to the Contractor's obligations under the provision entitled Indemnification – Third Party Claims.

(2) Coverage shall be written on an occurrence basis and shall be maintained without interruption from date of commencement of the work until date of final payment. Coverage must include the following on a commercial basis:

(i) Premises – Operations, (ii) Independent Contractor's Protective, (iii) Products and Completed Operations, (iv) Personal and Advertising Injury, (v) Contractual, including specific provision for contractor's obligations under the provision entitled Indemnification – Third Party Claims, (vi) Broad Form Property Damage including Completed Operations, and (vii) Owned, Non-owned and Hired Motor Vehicles.

(3) The insurance required by this paragraph shall be written for not less than the following limits of liability or as required by law, whichever coverage is greater.:

COMMERCIAL GENERAL LIABILITY:

General Aggregate (per project) \$1,000,000

Products/Completed Operations \$1,000,000

Personal and Advertising Injury \$1,000,000

Each Occurrence \$1,000,000

Fire Damage (Any one fire) \$ 50,000

Medical Expense (Any one person) \$ 5,000

BUSINESS AUTO LIABILITY (including All Owned, Nonowned, and Hired Vehicles):

Combined Single Limit \$1,000,000

OR

Bodily Injury & Property Damage (each) \$750,000

WORKER'S COMPENSATION:

State Statutory

Employers Liability \$100,000 Per Acc.

\$500,000 Disease, Policy Limit; \$100,000 Disease, Each Employee

(4) Required Documentation. (a) Prior to commencement of the work, contractor shall provide to the state a signed, original certificate of liability insurance (ACORD 25). The certificate shall identify the types of insurance, state the limits of liability for each type of coverage, include a provision for 30 days notice prior to cancellation, name every applicable using governmental unit (as identified on the cover page) as a Certificate Holder, provide that the general aggregate limit applies per project, and provide that coverage is written on an occurrence basis. (b) Prior to commencement of the work, contractor shall provide to the state a written endorsement to the contractor's general liability insurance policy that (i) names every applicable using governmental unit (as identified on the Cover Page) as an additional insured, (ii) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named governmental unit(s) has been given at least thirty (30) days prior written notice, and (iii) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of the state as secondary and noncontributory. (c) Both the certificate and the endorsement must be received directly from either the contractor's insurance agent or the insurance company.

(5) Contractor shall provide a minimum of thirty (30) days written notice to every applicable using governmental unit of any proposed reduction of coverage limits (on account of revised limits or claims paid under the General Aggregate) or any substitution of insurance carriers.

(6) The state's failure to demand either a certificate of insurance or written endorsement required by this paragraph is not a waiver of contractor's obligations to obtain the required insurance.

CONTRACTOR PERSONNEL (JAN 2006)

The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

CONTRACTOR'S OBLIGATION – GENERAL (JAN 2006)

The contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. The contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements.

CONTRACTOR'S USE OF STATE PROPERTY (JAN 2006)

Upon termination of the contract for any reason, the State shall have the right, upon demand, to obtain access to, and possession of, all State properties, including, but not limited to, current copies of all State application programs and necessary documentation, all data, files, intermediate materials and supplies held by the contractor. Contractor shall not use, reproduce, distribute, display, or sell any data, material, or documentation owned exclusively by the State without the State's written consent, except to the extent necessary to carry out the work.

DEFAULT – SHORT FORM (JAN 2006)

The state may terminate this contract, or any part hereof, for cause in the event of any default by the contractor, or if the contractor fails to comply with any contract terms and conditions, or fails to provide the state, upon request, with adequate assurances of future performance. In the event of termination for cause, the state shall not be liable to the contractor for any amount for supplies or services not accepted, and the contractor shall be liable to the state for any and all rights and remedies provided by law. If it is determined that the state improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

INDEMNIFICATION - THIRD PARTY CLAIMS (JAN 2006)

Notwithstanding any limitation in this agreement, Contractor shall defend and indemnify the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees against all suits or claims of any nature (and all damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities attributable thereto) by any third party which arise out of, or result in any way from, any defect in the goods or services acquired hereunder or from any act or omission of Contractor, its subcontractors, their employees, workmen, servants or agents. Contractor shall be given written notice of any suit or claim. State shall allow Contractor to defend such claim so long as such defense is diligently and capably prosecuted through legal counsel. State shall allow Contractor to settle such suit or claim so long as (i) all settlement payments are made by (and any deferred settlement payments are the sole liability of) Contractor, and (ii) the settlement imposes no non-monetary obligation upon State. State shall not admit liability or agree to a settlement or other disposition of the suit or claim, in whole or in part, without the prior written consent of Contractor. State shall reasonably cooperate with Contractor's defense of such suit or claim. The obligations of this paragraph shall survive termination of the parties' agreement.

LICENSES AND PERMITS (JAN 2006)

During the term of the contract, the Contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and /or inspections required by the State, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract.

OWNERSHIP OF DATA & MATERIALS (JAN 2006)

All data, material and documentation either prepared for the state pursuant to this contract shall belong exclusively to the State.

PRICE ADJUSTMENTS (JAN 2006)

(1) Method of Adjustment. Any adjustment in the contract price made pursuant to a clause in this contract shall be consistent with this Contract and shall be arrived at through whichever one of the following ways is the most valid approximation of the actual cost to the Contractor (including profit, if otherwise allowed):

- (a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
- (b) by unit prices specified in the Contract or subsequently agreed upon;

- (c) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon;
- (d) in such other manner as the parties may mutually agree; or,
- (e) in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Procurement Officer in accordance with generally accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the S.C. Code of Laws.
- (2) Submission of Price or Cost Data. Upon request of the Procurement Officer, the contractor shall provide reasonably available factual information to substantiate that the price or cost offered, for any price adjustments is reasonable, consistent with the provisions of Section 11-35-1830.

PRICE ADJUSTMENT - LIMITED - AFTER INITIAL TERM ONLY (JAN 2006)

Upon approval of the Procurement Officer, prices may be adjusted for any renewal term. Prices shall not be increased during the initial term. Any request for a price increase must be received by the Procurement Officer at least ninety (90) days prior to the expiration of the applicable term and must be accompanied by sufficient documentation to justify the increase. If approved, a price increase becomes effective starting with the term beginning after approval. A price increase must be executed as a change order. Contractor may terminate this contract at the end of the then current term if a price increase request is denied. Notice of termination pursuant to this paragraph must be received by the Procurement Officer no later than fifteen (15) days after the Procurement Officer sends contractor notice rejecting the requested price increase.

PRICING DATA – AUDIT – INSPECTION (JAN 2006)

[Clause Included Pursuant to § 11-35-1830, - 2210, & -2220] (a) Cost or Pricing Data. Upon Procurement Officer's request, you shall submit cost or pricing data, as defined by 48 C.F.R. § 2.101 (2004), prior to either (1) any award to contractor pursuant to 11-35-1530 or 11-35-1560, if the total contract price exceeds \$500,000, or (2) execution of a change order or contract modification with contractor which exceeds \$100,000. Your price, including profit or fee, shall be adjusted to exclude any significant sums by which the state finds that such price was increased because you furnished cost or pricing data that was inaccurate, incomplete, or not current as of the date agreed upon between parties. (b) Records Retention. You shall maintain your records for three years from the date of final payment, or longer if requested by the chief Procurement Officer. The state may audit your records at reasonable times and places. As used in this subparagraph (b), the term "records" means any books or records that relate to cost or pricing data submitted pursuant to this clause. In addition to the obligation stated in this subparagraph (b), you shall retain all records and allow any audits provided for by 11-35-2220(2). (c) Inspection. At reasonable times, the state may inspect any part of your place of business which is related to performance of the work. (d) Instructions – Certification. When you submit data pursuant to subparagraph (a), you shall (1) do so in accordance with the instructions appearing in Table 15-2 of 48 C.F.R. § 15.408 (2004) (adapted as necessary for the state context), and (2) submit a Certificate of Current Cost or Pricing Data, as prescribed by 48 CFR § 15.406-2(a) (adapted as necessary for the state context). (e) Subcontracts. You shall include the above text of this clause in all of your subcontracts. (f) Nothing in this clause limits any other rights of the state.

RELATIONSHIP OF THE PARTIES (JAN 2006)

Neither party is an employee, agent, partner, or joint venturer of the other. Neither party has the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party.

TERM OF CONTRACT – EFFECTIVE DATE / INITIAL CONTRACT PERIOD (JAN 2006)

The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. The initial term of this agreement is one year from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award.

TERM OF CONTRACT – OPTION TO RENEW (JAN 2006)

At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of one year, unless contractor receives notice that the state elects not to renew the contract at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award.

TERM OF CONTRACT – TERMINATION BY CONTRACTOR (JAN 2006)

Contractor may terminate this contract at the end of the initial term, or any renewal term, by providing the Procurement Officer notice of its election to terminate under this clause at least ninety (90) days prior to the expiration of the then current term.

TERMINATION FOR CONVENIENCE (JAN 2006)

(1) Termination. The Procurement Officer may terminate this contract in whole or in part, for the convenience of the State. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.

(2) Contractor's Obligations. The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the State. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

(3) Right to Supplies. The Procurement Officer may require the contractor to transfer title and deliver to the State in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and

materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the contractor in which the State has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this Section in no way implies that the State has breached the contract by exercise of the Termination for Convenience Clause.

(4) Compensation. (a) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data required by Section 11-35-1830 bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.

(b) The Procurement Officer and the contractor may agree to a settlement and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the State, the proceeds of any sales of supplies and manufacturing materials under Paragraph (3) of this clause, and the contract price of the work not terminated;

(c) Absent complete agreement under Subparagraph (b) of this Paragraph, the Procurement Officer shall pay the contractor the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph:

(i) contract prices for supplies or services accepted under the contract;

(ii) costs reasonably incurred in performing the terminated portion of the work less amounts paid or to be paid for accepted supplies or services;

(iii) reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c)(ii) of this paragraph;

(iv) any other reasonable costs that have resulted from the termination. The total sum to be paid the contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.

(d) Contractor must demonstrate any costs claimed, agreed to, or established under Subparagraphs (b) and (c) of this Paragraph using its standard record keeping system, provided such system is consistent with any applicable Generally Accepted Accounting Principles.

(5) Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not (i) affect the state's right to require the termination of a subcontract, or

(ii) increase the obligation of the state beyond what it would have been if the subcontract had contained an appropriate clause.

D. DHEC SPECIAL – TERMS AND CONDITIONS

- A. State employees who bid on DHEC contracts for profit must:
1. Have a Federal Identification Number (FEIN) in their bid response.
 2. Include a copy of the “Request for Approval of Outside Employment Request Form” signed by their supervisor in case they are the low bidder and are awarded the contract or provide a copy with five days from written or verbal request.
 3. The employee MUST NOT be involved in the procurement process in any way and the employee MUST NOT have access to confidential information regarding the contract that is not available to all vendors bidding on the contract. Additionally, the employee MUST NOT use DHEC resources to prepare the bid or in the performance of the contract unless it is authorized as part of the contract.
- B. Records with respect to all matters covered by this Contract shall be retained by the Contractor for 6 years after the end of the Contract period, and shall be available for audit and inspection at any time such audit is deemed necessary by DHEC. If audit has begun but is not completed at the end of the 6-year period, or if audit findings have not been resolved at the end of the 6-year period, the records shall be retained until resolution of the audit findings.
- C. Confidentiality:
1. The Contractor agrees to abide by DHEC’s Confidentiality Policy, which states that all information about personal facts and circumstances of DHEC employees, clients, or members of the public is confidential and will not be disclosed without written authorization of the individual to which it pertains unless disclosure is required by law, or otherwise required in accordance with this agreement and released to the Contractor after DHEC Office of General Counsel review. If confidential information is disclosed pursuant to a properly completed authorization, documentation of the disclosure and a copy of the authorization must be maintained and made available for DHEC inspection and audit. In addition, confidential agency information and action shall not be disclosed unless DHEC authorizes the disclosure in writing, or the disclosure is required by law.
 2. The types of information that generally must be kept confidential include, but are not limited to, personal information about job applicants, DHEC employees, DHEC clients or members of the public, such as names, social security numbers, addresses, telephone numbers, medical or disability information, financial status and information, account or identification numbers issued by government agencies or private financial institutions, other identifying information, or confidential business information.
 3. The Family Privacy Protection Act may place additional restrictions on the collection and disclosure of personal information. Information that is otherwise available to the public under the Freedom of Information Act may be released in accordance with State law.
 4. Protected Health Information about DHEC clients generally cannot be disclosed without proper authorization by the client or his/her parent or legal guardian, or pursuant to a specific exception under the Health Insurance Portability and Accountability Act (45 CFR Parts 160 and 164).
 5. The Contractor and the Contractor’s employees/agents may be required to sign DHEC’s Confidentiality Agreement (DHEC Form #0321), a copy of which is attached hereto.

Alternatively, if the Contractor desires to rely upon an existing Confidentiality Agreement signed by its employees/agents, a copy of the Confidentiality Agreement must first be provided to the DHEC Contract Officer for evaluation, and the Contracting Party must provide written verification that all employees/agents who may have access to DHEC confidential information in the course of performing this agreement have executed the Confidentiality Agreement. The Contractor must ensure that confidential information released to the Contractor's employees/agents is limited to the information minimally necessary in order to meet its obligations under this agreement.

6. Unauthorized disclosure of confidential information may result in termination of this agreement and may be grounds for fines, penalties, imprisonment, injunctive action, civil suit, or debarment from doing business with the State. The Contractor must immediately notify the Region Health Director and DHEC HIPAA Privacy Officer of any unauthorized disclosure of a DHEC client's protected health information which occurs in the course of performing this agreement. Unauthorized disclosure of other types of confidential information not consisting of protected health information must be immediately reported to the DHEC Contract Officer, 2600 Bull Street, Columbia, S.C. 29201.

D. Subrecipient:

1. Contractors (subrecipients), except for-profit entities, whose fiscal year ends after December 31, 2003, shall have a single or program-specific audit conducted for that fiscal year if they expend \$500,000 or more in Federal awards from all sources during their fiscal year in accordance with the provisions of Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, dated June 27, 2003.
2. The Audit shall be completed and submitted within the earlier of 30 days after receipt of the auditor's reports(s), or nine months after the end of the audit period. The Contractor (subrecipient) agrees to send one copy of any audit conducted under the provisions of OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, dated June 27, 2003, if applicable, to: **SC DHEC, Office of Internal Audits, 2600 Bull Street, Columbia, SC, 29201.**
3. Entities which are audited as part of the State of South Carolina Statewide Single Audit are not required to furnish a copy of that audit report to DHEC's Office of Internal Audits.
4. Non-Federal entities that expend less than \$500,000 a year in total Federal awards, from all sources, are exempt from the Federal audit requirements of OMB Circular A-133 for that year, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office (GAO).
5. A Contractor (subrecipient) is prohibited from charging the cost of an audit to Federal Awards if the contractor expended less than \$500,000 from all sources of federal funding in the contractor's fiscal year. If the contractor expends less than \$500,000 in federal funding from all sources in the contractor's fiscal year, but obtains an audit paid for by non-federal funding, then DHEC requests a copy of that audit to be sent to: **SC DHEC, Bureau of Disease Control, Division of STD/HIV, Box 101106, Mills/Jarrett Complex, Columbia, S.C. 29211.**
6. As a subrecipient, if you utilize an indirect cost rate, you must provide:
 - a. A copy of the approved indirect cost rate letter from your federal cognizant agency.

OR

- b. An indirect cost rate reviewed and approved by an external auditor in accordance with GAAP.
7. Otherwise, only direct charges will be allowed under the terms and conditions of this contract.
- E. Contractors who are not required to obtain a single or program specific audit may be required to obtain limited scope audits if the quarterly compliance reports, site visits and other information obtained by the department raise reasonable concern regarding compliance with contract conditions. Such engagements may not be paid for by DHEC pass through funds.
- F. No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in relation to activities carried out under this contract on the grounds of race, age, health status, handicap, color, sex, religion or national origin. This includes the provision of language assistance services to individuals of limited English proficiency eligible for services provided by DHEC.
- G. Neither party shall be liable for any claims, demands, expenses, liabilities and losses (including reasonable attorney's fees) which may arise out of any acts or failures to act by the other party, its employees or agents, in connection with the performance of services pursuant to this contract.
- H. By accepting this award, the contractor certifies that it:
- 1. has neither used nor will use any appropriated funds for payments to lobbyists;
 - 2. will disclose the name, address, payment detail and purpose of any agreement with a lobbyist whom Contractor or its subtier contractor(s) or subgrantee(s) will pay with profits or nonappropriated funds on or after 12/22/89; and
 - 3. will file quarterly updates about the use of lobbyists if material changes occur in their use.
- I. Any funds paid by DHEC and not used for completion of services in accordance with this contract shall be returned to DHEC.
- J. Travel expenses incurred in connection with the services described in this agreement are included in the maximum amount of the contract.
- K. The parties agree that during the term of this Contract, each party shall maintain its respective federal and state licenses, certifications, and accreditations required for the provision of services herein. The Contractor will immediately notify DHEC if a board, association, or other licensing authority takes any action to revoke or suspend the license, certification, or accreditation of Contractor.
- L. Title to any equipment, goods, software, or database whose acquisition cost is borne wholly or in part by this contract shall vest in DHEC upon acquisition.
- M. Prior to participating in any DHEC clinical activity or rendering any service to DHEC under this Agreement, the Contracting Party and employee/agents of the Contracting Party will be educated and trained regarding the Health Insurance Portability and Accountability Act of 1996 and related Regulations pertaining to the privacy and security of protected health information (the HIPAA Privacy Rule). The Contracting Party will provide documentation of successful completion of this training to the Contract Officer prior to initiating performance of this Agreement. If this training has not been conducted, or documentation of training has not been provided, the Contracting Party and its employees/agents will be required to view DHEC's HIPAA training video(s) and receive necessary

instruction on the DHEC forms referenced in the training prior to initiating performance of this Agreement.

VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

BIDDING SCHEDULE (NOV 2007)

SECTION NOT APPLICABLE – INTENTIONALLY OMITTED

PRICE PROPOSAL (JAN 2006)

Notwithstanding any other instructions herein, you shall submit the following price information as a separate document:

See **SECTION IV – INFORMATION FOR OFFEROR’S TO SUBMIT – EVALUATION (JAN 2006)**

NOTE: Price proposal shall be submitted as a separate, sealed, envelope.

IX. Attachments to Solicitation

- A. Intervention Information Worksheet(s)
- B. Budget Instructions and Budget Template
- C. DHEC Confidentiality Agreement
- D. Business Associate Agreement
- E. Nonresident Taxpayer Registration Affidavit Income Tax Withholding
- F. Income Tax Credit
- G. Offeror’s Checklist

Attachment A
Intervention Information Worksheets

Complete the following Intervention Information Worksheets as applicable to the HIV interventions you are proposing to deliver with funds provided through this RFP.

- HIV Counseling, Testing and Referral Services (CTRS)
- Healthy Relationships (HR)
- Individual Level Intervention (ILI) – Single Session
- Many Men, Many Voices (3MV)
- Mpowerment
 - M-Group
 - Outreach
 - HC/PI
- Project RESPECT (PR)
- SISTA (or SISTA for Latinas)
- VOICES/VOCES

Intervention Information Worksheet HIV Counseling, Testing and Referral Services (CTRS)

Agency Name: _____

DHEC requires that you complete this intervention worksheet to share information on your plans to implement CTRS in your agency.

If funded, DHEC will require a minimum of 300 high-risk persons tested per calendar year.

STD/HIV Division staff has established standard service plan activities for HIV CTRS. Please review and check which activities your agency will be able to provide as part of your HIV CTRS program.

Service Plan Activities – HIV CTRS	
<input type="checkbox"/> HIV testing	<input type="checkbox"/> Discussion-Other sexually transmitted diseases
<input type="checkbox"/> Personalized Risk Assessment	<input type="checkbox"/> Information-Availability of social services
<input type="checkbox"/> Referral	<input type="checkbox"/> Distribution- Male condoms
<input type="checkbox"/> Discussion-HIV/AIDS transmission	<input type="checkbox"/> Distribution-Education materials
<input type="checkbox"/> Discussion - Sexual risk reduction	
Additional Activities	
<input type="checkbox"/> Discussion – Viral Hepatitis	
<input type="checkbox"/> Discussion – TB Testing	

How many persons from each Priority Population(s) targeted by the CTRS intervention do you intend to reach? (You must receive approval from DHEC to reach populations not originally targeted by the intervention):

Priority Population	HIV+	AAMSM	AAWSM	AAMSW	WMSM	IDU	Hispanic	TOTAL
Number Planned to be Reached								

List different settings/site types in which you propose to conduct your CTRS program (*NOTE: all sites will have to be approved by the STD/HIV Division*)

Additional questions (please answer on a separate sheet if you need additional space):

1. What *recruitment strategies* (i.e., *Outreach, Internet Outreach, Social Networking*) will be used so that the percent of newly identified, confirmed HIV-positive tests will be equal to or greater than 1.0%?

2. How will the agency/organization ensure that a minimum of 95% of newly identified, confirmed HIV-positive test results will be returned to clients?

3. How will the agency/organization ensure that a minimum of 85% of HIV negative test results will be returned to clients?

Intervention Information Worksheet Healthy Relationships (HR)

Agency Name: _____

DHEC requires that you complete this intervention worksheet to share information on your plans to implement Healthy Relationships in your agency.

If funded, DHEC will require a minimum of 20 persons reached with Healthy Relationships per calendar year.

STD/HIV Division staff has established standard service plan activities for Healthy Relationships. Please review and check which activities your agency will be able to provide as part of your Healthy Relationship program.

Service Plan Activities – HR, session #1
<input type="checkbox"/> Personalized Risk Assessment

Service Plan Activities – HR, session #2
<input type="checkbox"/> Demonstration -Decision making
<input type="checkbox"/> Demonstration-Disclosure of HIV status
<input type="checkbox"/> Practice- Decision making
<input type="checkbox"/> Practice- Disclosure of HIV status

Service Plan Activities – HR, session #3
<input type="checkbox"/> Personalized Risk Assessment
<input type="checkbox"/> Demonstration -Decision making
<input type="checkbox"/> Demonstration-Disclosure of HIV status
<input type="checkbox"/> Practice- Decision making
<input type="checkbox"/> Practice- Disclosure of HIV status

Service Plan Activities – HR, session #4
<input type="checkbox"/> Personalized Risk Assessment
<input type="checkbox"/> Information-HIV/AIDS transmission
<input type="checkbox"/> Information - Sexual risk reduction
<input type="checkbox"/> Demonstration -Decision making
<input type="checkbox"/> Demonstration-Disclosure of HIV status
<input type="checkbox"/> Practice- Decision making
<input type="checkbox"/> Practice- Disclosure of HIV status

Service Plan Activities – HR, session #5
<input type="checkbox"/> Demonstration- Condom/barrier use
<input type="checkbox"/> Demonstration- Negotiation/Communication
<input type="checkbox"/> Practice- Condom/barrier use
<input type="checkbox"/> Practice -Negotiation/Communication
<input type="checkbox"/> Practice- Decision making

How many persons from each Priority Population(s) targeted by the Healthy Relationships intervention do you intend to reach? (You must receive approval from DHEC to reach populations not originally targeted by the intervention):

Priority Population	HIV+	AAMSM	AAWSM	AAMSW	WMSM	IDU	Hispanic	TOTAL
Number Planned to be Reached								

Additional questions (please answer on a separate sheet if you need additional space):

1. What *recruitment strategies* (i.e., *Outreach, Internet Outreach, Social Networking*) will be used so that the intervention reaches at least 75% of the intended number of participants? (Based on the total number provided in table above).
2. What *retention strategies* will be used so that at least 85% of the participants complete the GLI?

Intervention Information Worksheet Single Session - Individual Level Intervention (ILI)

Agency Name: _____

DHEC requires that you complete this intervention worksheet to share information on your plans to implement ILIs in your agency.

If funded, DHEC will require a minimum of 100 persons reached with single session ILIs per calendar year.

STD/HIV Division staff has established standard service plan activities for ILIs. Please review and check which activities your agency will be able to provide as part of your ILI program.

Service Plan Activities – Single Session ILI	
<input type="checkbox"/>	Referral
<input type="checkbox"/>	Personalized Risk Assessment
<input type="checkbox"/>	Discussion-Sexual risk reduction
<input type="checkbox"/>	Discussion-HIV testing
<input type="checkbox"/>	Discussion-Other sexually transmitted diseases
<input type="checkbox"/>	Discussion- Abstinence/postpone sexual activity
<input type="checkbox"/>	Discussion- HIV/AIDS transmission
<input type="checkbox"/>	Discussion-Availability of HIV/AIDS counseling and testing
<input type="checkbox"/>	Discussion- Availability of social services
<input type="checkbox"/>	Discussion- Condom/barrier
<input type="checkbox"/>	Discussion- Negotiation/Communication
<input type="checkbox"/>	Demonstration- Condom/barrier use
<input type="checkbox"/>	Practice- Condom/barrier use
<input type="checkbox"/>	Distribution-Male condoms
<input type="checkbox"/>	Distribution-Education materials

How many persons from each Priority Population(s) targeted by single-session ILIs do you intend to reach? (You must receive approval from DHEC to reach populations not originally targeted by the intervention):

Priority Population	HIV+	AAMSM	AAWSM	AAMSW	WMSM	IDU	Hispanic	TOTAL
Number Planned to be Reached								

Additional Questions (If not enough space, please answer on a separate page):

- As applicable, how will HIV positive clients be recruited into ILI **for this program**? (If applicable, attach intra-agency and/or interagency protocols that describe this process).
- As applicable, how will high-risk HIV negative or unknown-status clients be recruited into ILI **for this program**? (If applicable, attach intra-agency and/or interagency protocols that describe this process)
- What *recruitment strategies* (i.e., *Outreach, Internet Outreach, Social Networking*) will be used so that the ILI intervention reaches at least 75% of the intended number of clients? (Based on the total number provided in table above).
- What *retention strategies* will be used so that at least 85% of the clients complete the required number of ILI sessions per DHEC's *Quality Assurance Guidelines*?

Intervention Information Worksheet Many Men, Many Voices (3MV)

Agency Name: _____

DHEC requires that you complete this intervention worksheet to share information on your plans to implement 3MV in your agency.

If funded, DHEC will require a minimum of 30 persons reached with 3MV per calendar year.

STD/HIV Division staff has established standard service plan activities for 3MV. Please review and check which activities your agency will be able to provide as part of your 3MV program.

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Service Plan Activities – 3MV, Session #1

- ☐ Other-Factors that influence behavior
- ☐ Other-Sexual risk behaviors
- ☐ Discussion-HIV/AIDS transmission

Service Plan Activities – 3MV, session #5

- ☐ Discussion-Negotiation and communication
- ☐ Discussion-Sexual risk reduction

Service Plan Activities – 3MV, session #2

- ☐ Discussion-HIV/AIDS transmission
- ☐ Discussion-Other sexually transmitted diseases

Service Plan Activities – 3MV, sessions #6

- ☐ Other-View video for African American MSM
- ☐ Other-Role play
- ☐ Practice- Negotiation and communication

Service Plan Activities – 3MV, session #3

- ☐ Personalized risk assessment
- ☐ Discussion-HIV/AIDS transmission
- ☐ Discussion-Other sexually transmitted diseases
- ☐ Discussion-Sexual risk reduction

Service Plan Activities – 3MV, sessions #7 (Optional)

- ☐ Discussion-Availability of HIV counseling and testing
- ☐ Discussion-Availability of partner notification and referral services
- ☐ Discussion-Availability of social services
- ☐ Discussion-Availability of medical services
- ☐ Other-Community development

Service Plan Activities – 3MV, session #4

- ☐ Discussion-Sexual risk reduction
- ☐ Discussion-Condom barrier use

How many AAMSM do you intend to reach with 3MV?

Priority Population	HIV+	AAMSM	AAWSM	AAMSW	WMSM	IDU	Hispanic	TOTAL
Number Planned to be Reached								

Additional questions (please answer on a separate sheet if you need additional space):

- What *recruitment strategies* (i.e., *Outreach, Internet Outreach, Social Networking*) will be used so that the intervention reaches at least 75% of the intended number of participants? (Based on the total number provided in table above).
- What *retention strategies* will be used so that at least 85% of the participants complete the GLI?

Intervention Information Worksheet Mpowerment – M-Group

Agency Name: _____

DHEC requires that you complete this intervention worksheet to share information on your plans to implement Mpowerment – M Group in your agency.

If funded, DHEC will require a minimum of 100 persons reached with Mpowerment – M Group per calendar year.

STD/HIV Division staff has established standard service plan activities for Mpowerment – M Group. Please review and check which activities your agency will be able to provide as part of your Mpowerment – M Group program.

Service Plan Activities – Mpowerment M Group	
<input type="checkbox"/> Demonstration- Condom/barrier use	<input type="checkbox"/> Discussion- Abstinence/postpone sexual activity
<input type="checkbox"/> Demonstration- Negotiation/Communication	<input type="checkbox"/> Discussion-Availability of HIV/AIDS counseling and testing
<input type="checkbox"/> Demonstration -Decision making	<input type="checkbox"/> Distribution- Male condoms
<input type="checkbox"/> Practice- Condom/barrier use	<input type="checkbox"/> Distribution – Safe sex kits
<input type="checkbox"/> Practice -Negotiation/Communication	<input type="checkbox"/> Distribution- Lubricants
<input type="checkbox"/> Practice- Decision making	<input type="checkbox"/> Distribution-Education materials
<input type="checkbox"/> Discussion- HIV/AIDS transmission	<input type="checkbox"/> Distribution- Referral Lists
<input type="checkbox"/> Discussion-Sexual risk reduction	

How many persons from each Priority Population(s) targeted by the Mpowerment intervention do you intend to reach with M-Groups? (You must receive approval from DHEC to reach populations not originally targeted by the intervention):

Priority Population	HIV+	AAMSM	AAWSM	AAMSW	WMSM	IDU	Hispanic	TOTAL
Number Planned to be Reached								

Additional questions (please answer on a separate sheet if you need additional space):

1. What *recruitment strategies* (i.e., *Outreach, Internet Outreach, Social Networking*) will be used so that the intervention reaches at least 75% of the intended number of participants? (Based on the total number provided in table above).
2. What *retention strategies* will be used so that at least 85% of the participants complete the GLI?

Intervention Information Worksheet Mpowerment - Outreach

Agency Name: _____

DHEC requires that you complete this intervention worksheet to share information on your plans to implement Mpowerment – Outreach in your agency.

If funded, DHEC will require a minimum of 300 persons reached with Mpowerment – Outreach per calendar year.

STD/HIV Division staff has established standard service plan activities for Mpowerment – Outreach. Please review and check which activities your agency will be able to provide as part of your Mpowerment – Outreach program.

Service Plan Activities – Outreach
<input type="checkbox"/> Discussion- HIV/AIDS transmission
<input type="checkbox"/> Discussion-Availability of HIV/AIDS counseling and testing
<input type="checkbox"/> Referral
<input type="checkbox"/> Discussion-Sexual risk reduction
<input type="checkbox"/> Discussion-Other sexually transmitted diseases
<input type="checkbox"/> Information-Availability of HIV/STD counseling and testing
<input type="checkbox"/> Distribution - Male condoms
<input type="checkbox"/> Distribution – Safe sex kits
<input type="checkbox"/> Distribution - Lubricants
<input type="checkbox"/> Distribution - Education materials
<input type="checkbox"/> Distribution - Referral Lists

How many persons from each Priority Population(s) targeted by the Mpowerment - Outreach intervention do you intend to reach? (You must receive approval from DHEC to reach populations not originally targeted by the intervention):

Priority Population	HIV+	AAMSM	AAWSM	AAMSW	WMSM	IDU	Hispanic	TOTAL
Number Planned to be Reached								

Additional questions (please answer on a separate sheet if you need additional space):

1. List the setting types where the Mpowerment Outreach events will occur.

Intervention Information Worksheet Mpowerment – HC/PI

Agency Name: _____

DHEC requires that you complete this intervention worksheet to share information on your plans to implement Mpowerment – HCPI in your agency.

If funded, DHEC will require a minimum of 500 persons reached with Mpowerment – HCPI per calendar year.

STD/HIV Division staff has established standard service plan activities for Mpowerment – HCPI. Please review and check which activities your agency will be able to provide as part of your Mpowerment – HCPI program.

Service Plan Activities – Mpowerment HC/PI	
<input type="checkbox"/>	Discussion- HIV/AIDS transmission
<input type="checkbox"/>	Discussion-Availability of HIV/AIDS counseling and testing
<input type="checkbox"/>	Discussion-Sexual risk reduction
<input type="checkbox"/>	Discussion- Availability of social services
<input type="checkbox"/>	Discussion-Other sexually transmitted diseases
<input type="checkbox"/>	Distribution- Male condoms
<input type="checkbox"/>	Distribution – Safe sex kits
<input type="checkbox"/>	Distribution- Lubricants
<input type="checkbox"/>	Distribution-Education materials
<input type="checkbox"/>	Distribution- Referral Lists

How many persons from each Priority Population(s) targeted by the **Mpowerment - HCPI** intervention do you intend to reach? (You must receive approval from DHEC to reach populations not originally targeted by the intervention):

Priority Population	HIV+	AAMSM	AAWSM	AAMSW	WMSM	IDU	Hispanic	TOTAL
Number Planned to be Reached								

Additional questions (please answer on a separate sheet if you need additional space):

1. Describe your Health Communication/Public Information activities for this **Program Model**.

Intervention Information Worksheet Project RESPECT (PR)

Agency Name: _____

DHEC requires that you complete this intervention worksheet to share information on your plans to implement Project RESPECT in your agency.

If funded, DHEC will require a minimum of 20 persons reached with Project RESPECT per calendar year.

STD/HIV Division staff has established standard service plan activities for Project RESPECT. Please review and check which activities your agency will be able to provide as part of your Project RESPECT program.

Service Plan Activities – Project RESPECT; session #1	
<input type="checkbox"/> Referral	<input type="checkbox"/> Discussion- Availability of social services
<input type="checkbox"/> Personalized Risk Assessment	<input type="checkbox"/> Discussion- Condom/barrier
<input type="checkbox"/> Discussion-Sexual risk reduction	<input type="checkbox"/> Discussion- Negotiation/Communication
<input type="checkbox"/> Discussion-HIV testing	<input type="checkbox"/> Demonstration- Condom/barrier use
<input type="checkbox"/> Discussion-Other sexually transmitted diseases	<input type="checkbox"/> Practice- Condom/barrier use
<input type="checkbox"/> Discussion- Abstinence/postpone sexual activity	<input type="checkbox"/> Distribution-Male condoms
<input type="checkbox"/> Discussion- HIV/AIDS transmission	<input type="checkbox"/> Distribution-Education materials
<input type="checkbox"/> Discussion-Availability of HIV/AIDS counseling and testing	

Service Plan Activities – Project RESPECT; session #2	
<input type="checkbox"/> Referral	<input type="checkbox"/> Discussion- Condom/barrier
<input type="checkbox"/> Personalized Risk Assessment	<input type="checkbox"/> Discussion- Negotiation/Communication
<input type="checkbox"/> Discussion-Sexual risk reduction	<input type="checkbox"/> Demonstration- Condom/barrier use
<input type="checkbox"/> Discussion-Other sexually transmitted diseases	<input type="checkbox"/> Practice- Condom/barrier use
<input type="checkbox"/> Discussion- Abstinence/postpone sexual activity	<input type="checkbox"/> Distribution-Male condoms
<input type="checkbox"/> Discussion- HIV/AIDS transmission	<input type="checkbox"/> Distribution-Education materials
<input type="checkbox"/> Discussion- Availability of social services	

How many persons from each Priority Population(s) targeted by the Project RESPECT intervention do you intend to reach? (You must receive approval from DHEC to reach populations not originally targeted by the intervention):

Priority Population	HIV+	AAMSM	AAWSM	AAMSW	WMSM	IDU	Hispanic	TOTAL
Number Planned to be Reached								

Additional Questions (If not enough space, please answer on a separate page):

- As applicable, how will HIV positive clients be recruited into ILI **for this program**? (If applicable, attach intra-agency and/or interagency protocols that describe this process).
- As applicable, how will high-risk HIV negative or unknown-status clients be recruited into ILI **for this program**? (If applicable, attach intra-agency and/or interagency protocols that describe this process)
- What *recruitment strategies* (i.e., *Outreach, Internet Outreach, Social Networking*) will be used so that the ILI reaches at least 75% of the intended number of clients? (Based on the total number provided in table above).
- What *retention strategies* will be used so that at least 85% of the clients complete the required number of ILI sessions per DHEC's *Quality Assurance Guidelines*?

Intervention Information Worksheet SISTA (and SISTA for Latinas)

Agency Name: _____

DHEC requires that you complete this intervention worksheet to share information on your plans to implement SISTA in your agency.

If funded, DHEC will require a minimum of 60 persons reached with SISTA per calendar.

STD/HIV Division staff has established standard service plan activities for SISTA. Please review and check which activities your agency will be able to provide as part of your SISTA program.

Service Plan Activities – SISTA, session #1
<input type="checkbox"/> Personalized Risk Assessment
<input type="checkbox"/> Other – Gender and Ethnic Pride

Service Plan Activities – SISTA, session #5
<input type="checkbox"/> Demonstration- Condom/barrier use
<input type="checkbox"/> Other – Coping skills

Service Plan Activities – SISTA, session #2
<input type="checkbox"/> Discussion-HIV/AIDS transmission
<input type="checkbox"/> Discussion - Sexual risk reduction

Service Plan Activities – SISTA, sessions #6 (Optional)
<input type="checkbox"/> Post intervention booster session

Service Plan Activities – SISTA, session #3
<input type="checkbox"/> Demonstration- Negotiation/Communication
<input type="checkbox"/> Practice -Negotiation/Communication

Service Plan Activities – SISTA, sessions #7 (Optional)
<input type="checkbox"/> Post intervention booster session

Service Plan Activities – SISTA, session #4
<input type="checkbox"/> Demonstration- Negotiation/Communication
<input type="checkbox"/> Demonstration- Condom/barrier use
<input type="checkbox"/> Practice -Negotiation/Communication
<input type="checkbox"/> Practice- Condom/barrier use

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How many AAWSM (or Hispanic/Latina Women) do you intend to reach with SISTA?

Priority Population	HIV+	AAMSM	AAWSM	AAMSW	WMSM	IDU	Hispanic	TOTAL
Number Planned to be Reached								

Additional questions (please answer on a separate sheet if you need additional space):

1. What *recruitment strategies* (i.e., *Outreach, Internet Outreach, Social Networking*) will be used so that the intervention reaches at least 75% of the intended number of participants? (Based on the total number provided in table above).
2. What *retention strategies* will be used so that at least 85% of the participants complete the GLI?

Intervention Information Worksheet VOICES/VOCES

Agency Name: _____

DHEC requires that you complete this intervention worksheet to share information on your plans to implement VOICES/VOCES in your agency.

If funded, DHEC will require a minimum of 300 persons reached with VOICES/VOCES per calendar year.

STD/HIV Division staff has established standard service plan activities for VOICES/VOCES. Please review and check which activities your agency will be able to provide as part of your VOICES/VOCES program.

Service Plan Activities – VOICES/VOCES	
<input type="checkbox"/>	Information-HIV/AIDS transmission
<input type="checkbox"/>	Information - Sexual risk reduction
<input type="checkbox"/>	Demonstration- Condom/barrier use
<input type="checkbox"/>	Distribution- Male condoms
<input type="checkbox"/>	Distribution- Lubricants
<input type="checkbox"/>	Distribution-Education materials
<input type="checkbox"/>	Other – View culturally specific video

How many persons from each Priority Population(s) targeted by the VOICES/VOCES intervention do you intend to reach? (You must receive approval from DHEC to reach populations not originally targeted by the intervention):

Priority Population	HIV+	AAMSM	AAWSM	AAMSW	WMSM	IDU	Hispanic	TOTAL
Number Planned to be Reached								

Additional questions (please answer on a separate sheet if you need additional space):

- What *recruitment strategies* (i.e., *Outreach, Internet Outreach, Social Networking*) will be used so that the intervention reaches at least 75% of the intended number of participants? (Based on the total number provided in table above).
- What *retention strategies* will be used so that at least 85% of the participants complete the GLI?

Attachment B**SC DHEC HIV PREVENTION FUNDS CY 2010
INSTRUCTIONS FOR COMPLETING BUDGET AND JUSTIFICATION NARRATIVE****General Information**

For each cost category listed in the budget, provide a detailed narrative justification for all requested costs that are consistent with the purpose, objectives and proposed program activities in your plan. Be specific about the costs under each broad category.

Cost Sharing: Costs benefiting two (2) or more activities funded with more than one (1) federal grant program and/or other state or local funding should be shared based on the proportional benefit. For any budget category/item, if your HIV prevention costs are shared with other federal, state, or other funding sources, you should show what portion or percentage is for the HIV Prevention Program contract and what portion benefits other program funding. The total annual projected costs for your organization for an item, e.g. rent, utilities, should be shown to validate the portion shown for the HIV Prevention Program effort. For example, XYZ Organization's annual rent is \$30,000 and there are 10 staff and 10 office spaces. One staff conducts HIV prevention services, nine staff conduct other unrelated programs. Therefore, 10% (\$3,000) is charged for rent cost for HIV prevention services, 40% for Ryan White II services, and 50% for other programs. If the shared portion cannot be determined because of the interrelationship of the work involved, a reasonable basis may be used.

Administrative Costs: Administrative costs include operating and maintaining facilities; general administration and general expenses, such as the salaries and expenses of executive officers, personnel administration and accounting; depreciation or use allowances on buildings and equipment; cost of audits if required; management and oversight activities of specific programs under this contract; development and establishment of reimbursement and accounting systems; and overhead and indirect costs (including indirect cost rates). Administrative costs may be reflected in several of the budget categories, e.g. personnel, supplies, other, and indirect, and should be identified in the budget description for any specific item.

Unallowable Costs: These are costs of your organization that are not allowed because of contract/RFP, State and/or Federal laws and regulations. Examples are administrative costs in excess of the 10% allowed in the contract, fines/penalties, late fees, fund raising costs, lobbying costs, bad debts, alcoholic beverages, bonuses, construction, meals for staff within 50 miles of headquarters and not associated with conference/meeting.

Specific Budget Categories

Personnel: List each person(s) by name, title, annual and/or hourly salary, amount of time on program (i.e. percent of time such as 100% or 50% and number of days); include staff proposed to be hired if position is vacant or new.

Provide a summary description of their job duties related to HIV prevention under this contract. If partial funding is requested for a position, then indicate the other sources of funding for this position, the amount, and responsibilities under these funding sources. Separate personnel costs for program/direct service providers and administrative positions.

Fringe Benefit/Employer Contributions: List each type of fringe benefit and how it is calculated (such as FICA, Medicare, unemployment, workmen's compensation and other payroll taxes, health and dental insurance, life insurance, retirement and pension plans, annual leave etc.) If a composite

percentage rate is used for all benefits provided, sufficient documentation should be provided to justify the composite rate. Employer contributions for each staff person should be equal to the percent of the FTE allocated for a particular staff, e.g. if a person is funded 75% from HIV prevention funds, then employer contributions from HIV prevention funds should equal 75%.

Travel: List all in-state and out-of-state travel costs. The costs, including room and board, must directly benefit and be specific to the work in connection with the services or activities described in Scope of Work of the RFP, including the Intervention Information Worksheets. All travel must be limited to: 1) local and direct prevention services, and 2) training/conferences that directly relate to the delivery of planned interventions. Travel will be included within the maximum amount of the contract.

Equipment: List each type of equipment, who will use it, purpose for the equipment purchase, the vendor and price/quote. Cost sharing must be applied if equipment will be used for other than HIV prevention activities. Equipment should be identified as office, educational/training or other.

Supplies: Supplies are items that cost under \$500 and have a “life” of less than a year. These include educational materials, incentives, condoms, newsprint, office supplies, janitorial, etc.

Contracted Services: These are *services* you are buying from somewhere else. The cost may fluctuate from month to month depending on the service. Contract services include consulting fees (evaluation, needs assessment, trainer) and subcontractors. Specify if the contracted service is for administration or prevention program services. Subcontractors should be listed separately. All sub-contractors must be approved by DHEC. Provide the following for each sub-contractor:

- a. How was the contract obtained (competitive bid process, etc)
- b. Target audience, as applicable
- c. Period of contract performance
- d. Type of contract (fixed, ongoing, etc.)
- e. Type of organizations solicited
- f. Description of activities to be provide
- g. Detailed budget justification for broad categories

Other: Describe each item listed in this category in terms of what it is, who will benefit, and why it is necessary. If the item will be shared with other programs or administrative/overhead expenses, then cost sharing must be applied and the proportion of the cost for HIV prevention must be indicated. This category should include items such as rent; printing (offset) of brochures/materials; photocopying/duplication, e.g. Kinko’s, QuickCopy, Staples, etc; telephone; Internet service; postage; utilities (gas/electric, water/sewer); security system; pest control; training and/or meeting expenses (detail all costs including room expenses, AV equipment rental, speaker fees, refreshments); insurance; accounting/bookkeeping; data processing; bank charges; dues and subscriptions; registrations (in-state meetings only); and equipment maintenance (if not included in equipment category and not included in the base for the indirect cost rate).

***Indirect Costs (Overhead/General and Administrative) – if applicable:** Indirect costs may only be reflected if your organization has a Federal approved indirect cost rate. If your organization has an established indirect cost rate, give the rate, the base or basis against which the rate is applied, and the costs included in the rate. Examples of indirect costs include bookkeeping, office furniture, and administrative oversight. If your organization uses an indirect cost rate, then the items included should not be listed under other budget categories. Provide the source for your indirect cost rate if one is used.

***Note:** If your organization does not have a Federal approved indirect cost rate, then this category should be \$ 0. Administrative costs should be clearly reflected in the appropriate budget categories above.

S.C. DHEC HIV PREVENTION FUNDS CY 2010
PROPOSAL BUDGET TEMPLATE FOR CONTRACTOR (NAME): _____

Category (Specify/Identify Each Planned Expenditure As a Line Item Within Its Category. Add More Lines As Needed.)	Line Item Budget Amount	Subtotal, By Category
<u>I. Personnel</u> A. B. C.	\$ \$ \$	<u>I. Personnel</u> \$
<u>II. Fringe Benefit/Employer Contributions</u> A. B. C.	\$ \$ \$	<u>II. Fringe Benefit/ Employer Contributions</u> \$
<u>III. Travel</u> A. B.	\$ \$	<u>III. Travel</u> \$
<u>IV. Equipment</u> A. B.	\$ \$	<u>IV. Equipment</u> \$
<u>V. Supplies</u> A. B.	\$ \$	<u>V. Supplies</u> \$
<u>VI. Contracted Services</u> A. B.	\$ \$	<u>VI. Contracted Services</u> \$
<u>VII. Other</u> A. B.	\$ \$	<u>VII. Other</u> \$
<u>VIII. Administrative or Indirect Costs</u> A. B.	\$ \$	<u>VIII. Admin/Indirect Costs</u> \$
TOTALS (“Line Item” Total Column & “Subtotal, By Category” Total Column Should Be The Same)	\$	\$



Attachment C
DHEC Confidentiality Agreement

I understand that the South Carolina Department of Health and Environmental Control (DHEC) has a legal and ethical responsibility to maintain confidentiality of information as to personal facts and circumstances of DHEC employees, clients, or other citizens given or made available to DHEC in administration of the agency's programs and services.

DHEC's Confidentiality Policy states that Information about personal facts and circumstances of DHEC employees, clients and other citizens will be kept confidential and will not be disclosed without the individual's written authorization, except as required by law or as required to perform agency responsibilities. Protected Health Information that identifies an individual generally cannot be released unless properly authorized by the client or his/her legal representative, or pursuant to a specific exception under the Health Insurance Portability and Accountability Act (45 CFR Parts 160 and 164). The Family Privacy Protection Act and other state and federal laws may place additional limitations on disclosure of personal information.

Information that is made available to the public under the Freedom of Information Act must be disclosed in accordance with State law. However, the Freedom of Information Act protects information of a personal nature such that public disclosure would constitute an unreasonable invasion of privacy. The types of information that generally must be kept confidential include, but are not limited to: protected personal information of job applicants, DHEC employees, or members of the public, such as names, social security numbers, addresses, telephone numbers, financial status and information, account or identification numbers issued by government agencies or private financial institutions, confidential business information, vital records information, social security numbers, and health information that identifies individuals.

I understand that during the course of my employment, volunteer services, or contract performance with DHEC, I may see or hear confidential information and/or protected health information.

By signing this agreement, I understand and agree that I will not disclose confidential information or protected health information unless the disclosure complies with DHEC policies and is required to perform my responsibilities. I will not access or view any information other than what is required to do my job. If I have any questions about whether I need access to certain information, or whether certain information should be disclosed, I will immediately ask my supervisor for clarification. I will immediately report any unauthorized disclosure of protected health information or other confidential information as required by DHEC Policy, or as required by terms in any contract or agreement with DHEC to which I am a party.

I will not discuss any confidential information or protected health information obtained in the course of my relationship with DHEC with any person or in any location outside of my area of responsibility in DHEC, except as otherwise required or permitted by law. I will not make any unauthorized copy or disclosure of this information, or remove or transfer this information to any unauthorized location.

I agree that my obligations under this Agreement regarding confidential and protected health information will continue after termination of my employment/volunteer assignment/contract affiliation with DHEC.

I understand that violation of this Agreement may result in termination of my volunteer, contractual and/or work relationship with DHEC and may be grounds for disciplinary action, fines, penalties, imprisonment or civil suit to be brought against me.

I have read the above Agreement and agree to comply with all its terms.

Signature: _____ Date: _____

Witness: _____ Date: _____

Work Location: _____

Attachment D**BUSINESS ASSOCIATE AGREEMENT
BETWEEN****SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL****AND****I. Purpose:**

The South Carolina Department of Health and Environmental Control (hereafter referred to as "Covered Entity") and _____ (hereafter referred to as "Business Associate") desire to enter into this Business Associate Agreement (hereafter, "BA Agreement" or "the Agreement") for the purpose of protecting the privacy and security of clients' health information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Standards for Privacy of Individually Identifiable Health Information, 45 CFR Part 160 and Part 164, Subparts A and E (hereafter referred to as "the Privacy Rule"), and the HIPAA Security Standards for the Protection of Electronic Protected Health Information, 45 CFR Part 160 and Part 164, Subparts A and C (hereafter referred to as "the Security Standards.")

II. Definitions (Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Rule or the Security Standards.)

- a. Individual. "Individual" shall have the same meaning as the term "individual" in 45 CFR § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
- b. Protected Health Information. "Protected Health Information" (hereafter referred to as PHI) shall have the same definition contained in 45 CFR §160.103. For purposes of this Agreement, PHI is limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information" includes, without limitation, "Electronic Protected Health Information," as defined below.
- c. Electronic Protected Health Information. "Electronic Protected Health Information" shall have the same meaning as the term "electronic protected health information" in 45 CFR § 164.103.
- d. Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR § 164.501.
- e. Secretary. "Secretary" shall mean the Secretary of the U. S. Department of Health and Human Services or his designee.

III. Business Associate Agrees as follows:

- a. To Adhere to the Covered Entity's policies and procedures with regard to the use and disclosure of PHI created or received by the Business Associate from or on behalf of the Covered Entity, for so long as this BA Agreement is in effect.
- b. To Comply with the Confidentiality provision contained in Purchase Order # _____ and any Confidentiality Agreement signed by the Business Associate pursuant to that Contract for so long as this BA Agreement remains in effect.
- c. Not to use or disclose PHI other than as permitted or required by this Agreement or as Required By Law.
- d. To use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement. The Business Associate agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any ePHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity as required by the Security Standards.

- e. To mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement, pursuant to 45 CFR § 164.530(f)..
- f. To report to Covered Entity any use or disclosure of the PHI not provided for by this Agreement of which Business Associate becomes aware.
- g. To ensure that any agent, including a subcontractor, to whom it provides PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information and that any agent or subcontractor to whom it provides ePHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity, agrees to implement reasonable and appropriate safeguards to protect such ePHI.
- h. To provide access, at the request of Covered Entity, and in the time and manner designated by Covered Entity, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements of 45 CFR § 164.524 if the Business Associate has PHI in a designated record set.
- i. To make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity if the business associate has PHI in a designated record set. Business Associate shall not amend PHI received from the Covered Entity or created and/or provided to the Business Associate on behalf of the Covered Entity unless the amendment is directed by or consented to by the Covered Entity. The Business Associate shall provide a copy of the amended PHI to the Covered Entity.
- j. To make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- k. To document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.
- l. To provide to Covered Entity or an Individual, in the time and manner designated by Covered Entity, information collected in accordance with Section III.k of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.
- m. If requested by the Covered Entity, to provide a copy of the Covered Entity's Notice of Privacy Practices to the client at the time of first contact, and maintain documentation of the client's receipt of the Notice.
- n. To contact the Covered Entity's Privacy Officer at (803) 898-3318 at any time clarification or guidance is needed regarding compliance with the terms of this Agreement.

IV. Covered Entity Agrees as follows:

- a. To provide the Business Associate with a copy of its policies and procedures implementing the Privacy Rule, including the Notice of Privacy Practices.
- b. To notify Business Associate of any limitation(s) in Covered Entity's Notice of Privacy Practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- c. To notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- d. To notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- e. Not to request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

V. Permitted Uses and Disclosures by Business Associatea. General Use and Disclosure Provisions

Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in Purchase Order # _____, or as otherwise provided by law, provided that such use or disclosure would not violate the Privacy Rule or the Security Standards if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity, and provided that such disclosures are documented pursuant to Sections III (k) and (l) of this Agreement.

b. Specific Use and Disclosure Provisions

1. Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
2. Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which the person is aware in which the confidentiality of the information has been breached.

Business Associate will notify the Covered Entity of any breach of confidentiality or security by a person to whom the Business Associate has disclosed PHI pursuant to this Section, and will mitigate and/or assist the person and the Covered Entity in mitigating any harmful effects resulting from the breach of information.

3. Except as otherwise limited in this Agreement, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 42 CFR § 164.504(e)(2)(i)(B).
4. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with § 164.502(j)(1).

VI. Term and Termination

- a. Term. The Term of this Agreement shall be effective as of _____, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- b. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 1. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement and Purchase Order # _____ if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
 2. Immediately terminate this Agreement and Purchase Order # _____ if Business Associate has breached a material term of this Agreement and cure is not possible; or
 3. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
- c. Effect of Termination.
 1. Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI. If the return or destruction of PHI held by the Business Associate is not permissible pursuant to South Carolina law, the Business Associate will extend the protections of this Agreement

to the PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI infeasible.

2. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

VII. Indemnification (the following does not apply to other South Carolina agencies or political subdivisions)

Business Associate agrees to indemnify and hold harmless Covered Entity from any claims, demand, suit, loss, liability, or administrative penalties that the Covered Entity may sustain as a result of the Business Associate's breach of this Agreement, including any breach of confidentiality by a person to whom the Business Associate has disclosed information pursuant to this Agreement; provided, however, that the Business Associate shall not hold the Covered Entity harmless from any claims, demands or causes of action arising or resulting directly or indirectly from negligence of the Covered Entity, its officers, agents, representatives or employees, or any person or entity not subject to the Business Associate's supervision or control. This indemnification shall include reasonable expenses including attorney's fees incurred by defending such claims and damages incurred by reason of the Business Associate's failure to comply with applicable laws and regulations or for damages caused by the Business Associate, its employees and/or agents, including subcontractors. As a condition precedent to asserting a right of indemnity, the Covered Entity shall provide timely written notice to the Business Associate of the assertion of the claim to which the right of indemnification is claimed to exist.

VIII. Miscellaneous

- a. Regulatory References. A reference in this Agreement to a section in the Privacy Rule or the Security Standards means the section as in effect or as amended.
- b. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule, the Security Standards and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- c. Survival. The respective rights and obligations of Business Associate under Section VI.c of this Agreement shall survive the termination of this Agreement.
- d. Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule and the Security Standards.

AS TO DHEC

BY: _____
Michelle Robinson, CPPB
Procurement Manager I

DATE: _____

AS TO THE CONTRACTING PARTY

BY: _____
(NAME)
Its: _____
(TITLE)

DATE: _____

MAILING ADDRESS: _____

Attachment E**NONRESIDENT TAXPAYER REGISTRATION ADIDAVIT INCOME TAX WITHHOLDING****IMPORTANT TAX NOTICE - NONRESIDENTS ONLY**

Withholding Requirements for Payments to Nonresidents: Section 12-8-550 of the South Carolina Code of Laws requires persons hiring or contracting with a nonresident conducting a business or performing personal services of a temporary nature within South Carolina to withhold 2% of each payment made to the nonresident. The withholding requirement does not apply to (1) payments on purchase orders for tangible personal property when the payments are not accompanied by services to be performed in South Carolina, (2) nonresidents who are not conducting business in South Carolina, (3) nonresidents for contracts that do not exceed \$10,000 in a calendar year, or (4) payments to a nonresident who (a) registers with either the S.C. Department of Revenue or the S.C. Secretary of State and (b) submits a Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to the person letting the contract.

The withholding requirement applies to every governmental entity that uses a contract ("Using Entity"). Nonresidents should submit a separate copy of the Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to every Using Entity that makes payment to the nonresident pursuant to this solicitation. Once submitted, an affidavit is valid for all contracts between the nonresident and the Using Entity, unless the Using Entity receives notice from the Department of Revenue that the exemption from withholding has been revoked.

Section 12-8-540 requires persons making payment to a nonresident taxpayer of rentals or royalties at a rate of \$1,200.00 or more a year for the use of or for the privilege of using property in South Carolina to withhold 7% of the total of each payment made to a nonresident taxpayer who is not a corporation and 5% if the payment is made to a corporation. Contact the Department of Revenue for any applicable exceptions.

For information about other withholding requirements (e.g., employee withholding), contact the Withholding Section at the South Carolina Department of Revenue at 803-898-5383 or visit the Department's website at www.sctax.org.

This notice is for informational purposes only. This agency does not administer and has no authority over tax issues. All registration questions should be directed to the License and Registration Section at 803-898-5872 or to the South Carolina Department of Revenue, Registration Unit, Columbia, S.C. 29214-0140. All withholding questions should be directed to the Withholding Section at 803-898-5383.

<http://www.sctax.org/Form-and+Instructions/withholding/default.htm>



STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
**NONRESIDENT TAXPAYER
REGISTRATION AFFIDAVIT
INCOME TAX WITHHOLDING**

I-312

(Rev. 6/26/01)
3323

The undersigned nonresident taxpayer on oath, being first duly sworn, hereby certifies as follows:

1. Name of Nonresident Taxpayer: _____
2. Trade Name, if applicable (Doing Business As):

3. Mailing Address: _____
4. Federal Identification Number: _____
5. _____ Hiring or Contracting with:
Name: _____
Address: _____
_____ Receiving Rentals or Royalties From:
Name: _____
Address: _____
_____ Beneficiary of Trusts and Estates:
Name: _____
Address: _____

6. I hereby certify that the above named nonresident taxpayer is currently registered with (check the appropriate box):

- ☐ The South Carolina Secretary of State or
☐ The South Carolina Department of Revenue

Date of Registration: _____

7. I understand that by this registration, the above named nonresident taxpayer has agreed to be subject to the jurisdiction of the South Carolina Department of Revenue and the courts of South Carolina to determine its South Carolina tax liability, including estimated taxes, together with any related interest and penalties.
8. I understand the South Carolina Department of Revenue may revoke the withholding exemption granted under Code Sections 12-8-540 (rentals), 12-8-550 (temporarily doing business or professional services in South Carolina), and 12-8-570 (distributions to nonresident beneficiary by trusts or estates) at any time it determines that the above named nonresident taxpayer is not cooperating with the Department in the determination of its correct South Carolina tax liability.

The undersigned understands that any false statement contained herein could be punished by fine, imprisonment or both.

Recognizing that I am subject to the criminal penalties under Code Section 12-54-44 (B) (a) (i), I declare that I have examined this affidavit and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Nonresident Taxpayer (Owner, Partner or Corporate Officer, when relevant) (Seal) _____
Date

If Corporate officer state title: _____

(Name - Please Print)

Attachment F***INCOME TAX CREDIT***

References: SC §12-6-3350 – Income Tax Credit for State Contractors Having
Subcontracts with MINORITY Firms

Taxpayers, who utilize certified minority subcontractors, may take a tax credit equal to 4% of the payments they make to said subcontractors. The payments claimed must be based on work performed directly for a South Carolina state contract. The credit is capped at \$50,000 per year or the total tax liability; whichever is lesser. The taxpayer is eligible to claim the credit for 10 consecutive taxable years beginning with the taxable year in which the credit is first claimed. There is no carry forward of unused credits.

The credit may be claimed on Form TC-2, “Minority Business Credit.” A copy of the subcontractor’s certificate from the Governor’s Office of Small and Minority Business (OSMBA) is to be attached to the contractor’s income tax return. Taxpayers must maintain evidence of work performed for a State contract by the minority subcontractor.

Questions regarding the tax credit and how to file are to be referred to:

SC Department of Revenue

Research and Review

Phone: (803) 898-5786

FAX: (803) 898-5888

Reference: SC §11-35-5010-Definition for Minority Subcontractor
SC §11-35-5230 (B)–Regulations for Negotiating with State Minority Firms

The subcontractor must be certified as to the criteria of a “Minority Firm” by the Governor’s Office of Small and Minority Business Assistance (OSMBA). Certificates are issued to subcontractors upon successful completion of the certification process. Questions regarding subcontractor certification are to be referred to:

Governor’s Office of Small and
Minority Business Assistance

Phone: (803) 734-0657

FAX: (803) 734-2498

Attachment G**OFFEROR'S CHECKLIST (JUN 2007)****OFFEROR'S CHECKLIST -- AVOID COMMON BID/PROPOSAL MISTAKES**

Review this checklist prior to submitting your bid/proposal.

If you fail to follow this checklist, you risk having your bid/proposal rejected.

- Do not include any of your standard contract forms!
- Unless expressly required, do not include any additional boilerplate contract clauses.
- Reread your entire bid/proposal to make sure your bid/proposal does not take exception to any of the state's mandatory requirements.
- Make sure you have properly marked all protected, confidential, or trade secret information in accordance with the instructions entitled: SUBMITTING CONFIDENTIAL INFORMATION. **DO NOT mark your entire bid/proposal as confidential, trade secret, or protected! Do not include a legend on the cover stating that your entire response is not to be released!**
- Have you properly acknowledged all amendments? Instructions regarding how to acknowledge an amendment should appear in all amendments issued.
- Make sure your bid/proposal includes a copy of the solicitation cover page. Make sure the cover page is signed by a person that is authorized to contractually bind your business.
- Make sure your Bid/proposal includes the number of copies requested.
- Check to ensure your Bid/proposal includes everything requested!
- If you have concerns about the solicitation, do not raise those concerns in your response! **After opening, it is too late! If this solicitation includes a pre-bid/proposal conference or a question & answer period, raise your questions as a part of that process!** Please see instructions under the heading "submission of questions" and any provisions regarding pre-bid/proposal conferences.